

DNSSAB / NDHC CORP-01: Purchasing Policy

AUTHORITY

Procedural By-law 2020-01

PURCHASING POLICY AMENDMENT HISTORY

Date	Details	Board Resolution
April 16, 2013	Purchasing Policy FIN/ADM 08 replaced Purchasing Policy FIN/ADM 01	2013-73
February 20, 2018	Purchasing Policy #CORP-01 to replace Purchasing Policy FIN/ADM 08	2018-19
December 19, 2018	Updated Purchasing Policy #CORP-01 (to include NDHC)	2018-116
February 24, 2021	Updates to Purchasing Policy	2021-02
September 27, 2023	Updates to Purchasing Policy	2023-

PRINCIPLES

It is the policy of the DNSSAB and NDHC to:

1. Purchase Goods and/or Services in an efficient and cost-effective manner.
2. Consider the Total Acquisition Cost as opposed to only the lowest invoice price.
3. Eliminate redundant and low value-added activities throughout the procurement cycle.
4. Reduce risk and potential conflicts internally and externally.
5. Maximize openness, accountability, and transparency in all purchasing decisions.
6. Make procurement decisions defensible when facing public criticism, trade, or legal challenges.
7. Establish inclusive, consistent processes related to selecting and working with Vendors that will enhance mutual trust and working relationships.
8. To promote and maintain the integrity of the procurement process and the controls necessary for a public institution. Work to continuously improve procurement procedures.

CODE OF ETHICS

This policy shall align with the Broader Public Sector Procurement Directive as issued by the Management Board of Cabinet July 2011, as follows:

1. **Personal Integrity and Professionalism**
 - a) All employees of DNSSAB and NDHC involved with purchasing activities must act, and be seen to act, with integrity and professionalism.
 - b) Honesty, care and due diligence must be integral to all purchasing activities within and between the DNSSAB and NDHC, Vendors and other stakeholders.
 - c) Respect must be demonstrated for each other and for the environment.
 - d) Confidential information must be safeguarded.
 - e) All employees 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 Vendors or products.
2. **Accountability and Transparency**
 - a) Purchasing activities must be open and accountable.
 - b) Contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money.
 - c) All employees must ensure that public sector resources are used in a responsible, efficient and effective manner.
3. **Compliance and Continuous Improvement**
 - a) All employees involved in purchasing must comply with this code of ethics and the laws of Canada and Ontario.
 - b) All employees should continuously work to improve supply chain policies and procedures, to improve

their supply chain knowledge and skill levels, and to share leading practices.

PROHIBITIONS

The following shall be considered **prohibited actions** under the Purchasing Policy:

1. Under no circumstances will DNSSAB or NDHC circumvent this policy or any applicable law, if goods and/or services are to be acquired directly or indirectly from DNSSAB or NDHC Board members or Employees.
2. No procurement of Goods and/or Services or any arrangements with respect to the procurement shall be made where quantity or delivery is divided or in any other manner arranged so that the price or value of Goods and/or Services to be acquired or the estimated Total Acquisition Costs of Goods and/or Services is artificially reduced.
3. Without limiting the foregoing, where Goods and/or Services of the same kind or type are required in connection with one project, all of those Goods and/or Services shall be included in determining the Total Acquisition Costs for the purposes of this policy.
4. Employees shall abide by the DNSSAB Conduct and Behaviour Policy and Employees and Board members shall not engage in any activity deemed to be a Conflict of Interest.

DISCIPLINE

Breaches of this policy by employees may be subject to the disciplinary action in accordance with principles and practices of the DNSSAB/NDHC.

SCHEDULES

1. Schedule A - Procurement
2. Schedule B - Contracts
3. Schedule C – Definitions

SCHEDULE A: PROCUREMENT

INTENT OF SCHEDULE

To establish a procurement process with approval authorities, monetary limits and their corresponding required procurement methods for DNSSAB and NDHC. Prior to commencement, any procurement of Goods and/or Services must be approved in accordance with Schedule A.

Schedule A outlines the delegated authorities, including for any person providing coverage or who is in an acting role, who may authorize and commit DNSSAB and/or NDHC to a purchase based on approval limits and guided by a method of procurement.

PROCUREMENT PROCESS

The Procurement Process is a two-step process with step one being the selection of the approval authority and step two being the selection of the method for purchase. Both Step 1 and Step 2 must be completed before a purchase can be made. Any questions about the procurement process should be directed to the Contract and Purchasing Specialist.

STEP 1: APPROVAL AUTHORITY

The selection of the Approval Authority shall be made based on the tables below using a reasonably estimated Total Acquisition Cost to guide the selection.

DNSSAB Approval Authorities	
Delegated Purchasing Authority	Total Acquisition Cost
Supervisors	\$10,000
Managers	\$25,000
Directors	\$74,999.99
Chief Administrative Officer	\$299,999.99
Board	\$300,000 or greater

NDHC Approval Authorities	
Delegated Purchasing Authority	Total Acquisition Cost
Maintenance Officer/Capital Works Officer	\$2,500
Supervisors	\$10,000
Managers	\$25,000
Directors	\$74,999.99
Chief Executive Officer	\$299,999.99
NDHC Board	\$300,000 or greater

MULTI-YEAR COMMITMENTS

All Goods, Services or Transfer Payments which shall be for a duration of greater than one (1) year shall be approved at the threshold specified above for the entire Total Acquisition Cost over the duration of the Goods, Services, and/or Transfer Payments. For example, a three (3) year purchase at \$40,000/year would need to be approved at the \$120,000 approval level.

Board Approval

Board approval shall be required when:

- a) The matters relates to the acquisition of Real Property (with the exception of the CAO/CEO delegated authority noted below)
- b) variances between the Board approved Budget and the successful bid and/or a Contract's Total Acquisition Cost is greater than **both** CAO/CEO's Approval Authority **and** the Board approved Budget.
- c) a Contract amendment would cause that Contract's Total Acquisition Costs to exceed **both** the CAO/CEO's Approval Authority **and** the Board approved Budget.

CAO/CEO

The CAO/CEO shall have the ability to approve:

- a) All lease or rental arrangements, amendments and/or renewals, if within the Approval Authority limit of the CAO/CEO.

- b) A purchase if the total cost of a successful bid is greater than the Board approved budget for the purchase, but the successful bid is within the CAO/CEO Approval Authority, then the CAO/CEO can authorize the purchase if the Requisitioning Department has provided the CAO/CEO with satisfactory verification of a financial resource to cover the increase in cost.

Exclusion from Approval Authority

The following items shall be excluded from the requirement related to Approval Authority and approval limits, regardless of total acquisition cost amount, wherein the CAO/CEO shall have the authority to approve purchases involving:

- a) Ambulance vehicles
- b) Insurance (i.e., deductibles and premiums)

Temporary Assignment of Delegated Authority

An Employee can temporarily assign their delegated authority level to another Employee within the organization, subject to the CAO/CEO approval. Such assignments shall be made with the understanding that when Approval Authority is temporarily assigned, the Employee to whom the purchase is delegated bears responsibility for that purchase.

STEP 2: METHOD OF PROCUREMENT

The Approval Authority, based on the circumstances of the purchase, shall authorize either a competitive, non-competitive, or excluded procurement method based on the following.

Competitive Procurement	
In general, a competitive procurement method shall be the primary method of purchasing Goods and/or Services.	
Total Acquisition Cost	Procurement Method
\$0 - \$24,999.99	<p style="text-align: center;">Minimum of one (1) quote.</p> <p>Purchase may be carried out by the requisitioning Department in accordance with a commitment to obtaining best value for the organization.</p>
\$25,000-\$99,999.99	<p style="text-align: center;">Minimum of three (3) quotes.</p> <p>The Contract and Purchasing Specialist, in consultation with the requisitioning Department shall coordinate an invitational Request for Expression of Interest or Request for Quotes. Public advertising is not required.</p>
\$100,000 or greater	<p style="text-align: center;">Public Procurement Process required.</p> <p>The Contract and Purchasing Specialist, in consultation with the requisitioning Department shall coordinate an open call or <i>Request for Proposal</i> or Request for Tender. Public advertising required. All calls for Goods and/or Services through a Public Procurement Process shall be approved by the CAO/CEO or their Designate prior being released publicly and prior to Bid Award.</p>

Non-Competitive Procurement		
The CAO/CEO may authorize Direct Negotiations , if one or more of the following conditions apply.		
METHOD	TYPE	CONDITIONS
Single Sourcing	Failed Competitive	An attempt to purchase the required Goods and Services has been made in good faith using a method other than Direct Negotiation (i.e., Request for Proposal, Request for Tender, etc.) which has failed to identify a successful Vendor and it is not reasonable or desirable that a further attempt to purchase the Goods or Services be made using a method other than Direct Negotiation.
Single Sourcing	Emergency	The Goods and/or Services are required as a result of an Emergency, which would not reasonably permit the use of a method other than Direct Negotiation as they are needed in the most expedient and economical means available. For all emergency purchases with a Total Acquisition Cost equal to or greater than \$100,000.00, an information report outlining the circumstances of the procurement must be submitted by the requisitioning Department to the Board at its next scheduled meeting.
Single Sourcing	Special Vendor	The required Goods and Services are to be supplied by a particular vendor having special knowledge, skills, expertise or experience, which others do not have.
Single Sourcing	Standardization	The standardization of a purchase with existing equipment, technology, product standards, facilities or service is a paramount consideration.
Single Sourcing	Confidential	Where Goods or Services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through a competitive procurement process could reasonably be expected to compromise DNSSAB and/or NDHC confidentiality, cause economic disruption or otherwise be contrary to the public interest.

Single Sourcing	Purchasing Groups	The DNSSAB and NDHC can coordinate with other government agencies, public authorities or other types of private co-operative purchasing groups where it is in the best interest of the DNSSAB and/or NDHC to do so.
Single Sourcing	Geographic Limits	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.
Single Sourcing	Security	Where compliance with the competitive procurement provisions set out in the Purchasing Policy would interfere with the DNSSAB's and/or the NDHC's ability to maintain security or order or to protect human, animal or plant life or health.
Sole Sourcing	Monopoly	The required Goods and Services are reasonably available from only one source by reason of scarcity of supply in the market; a statutory or market based monopoly; and/or existence of exclusive rights held by any Vendor (patent, copyright, license).
Sole Sourcing	Compatibility	The need for compatibility with Goods and/or Services previously acquired and there are no reasonable alternatives, substitutes or accommodations
Sole Sourcing	Warranty	A need to avoid violating warranties and guarantees where Service is required.
Sole Sourcing	Existing	The required Goods and/or Services will be additional to similar Goods and/or Services being supplied under an existing contract.
Sole Sourcing	Technical	Where there is an absence of competition for technical reasons and the Goods and/or Services can be supplied only by a particular Vendor and no alternative or substitute exists.
Sole Sourcing	Commodity	For the purchase of Goods on a commodity market.
Sole Sourcing	Lessor	For work to be performed on or about a leased item thereof that may be performed only by the lessor.
Sole Sourcing	Contractor	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.
Sole Sourcing	Design	For a contract to be awarded to the winner of a design contest.
Sole Sourcing	Research	For the procurement of a prototype of a first Good and/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.
Sole Sourcing	Bankruptcy	For the purchase of Goods under exceptionally advantageous circumstances such as bankruptcy or receivership but not for routine purchases.
Sole Sourcing	Art	For the procurement of original works of art.
Sole Sourcing	News	For the procurement of subscriptions to newspapers, magazines or other periodicals
Sole Sourcing	Real Property	For the procurement of real property.
Sole Sourcing	Real Estate	All real estate transactions including lease or sale of property

Where Single or Sole Sourcing is pursued, a **written request** or the completion of a **form** as provided by the Contract and Purchasing Specialist or if outline in any staff procedures, is to be completed by the Approval Authority and submitted to the Contract and Purchasing Specialist for review prior to the CAO/CEO authorizing a Direct Negotiations.

For Direct Negotiations, it is the responsibility of the Approval Authority to make every effort to obtain the lowest possible Total Acquisition Costs as appropriate.

EXCLUDED GOODS/SERVICES	
The CAO/CEO may exempt the following Goods and/or Services, if applicable, from step 2 requirements for a competitive or non-competitive procurement method.	
ITEM	CONDITIONS
Transfer Payments	Where a ministry has directed payments to a particular group (i.e., Child Care Providers, OW Recipients)
Transfer Payments	Where a ministry has directed payments under prescribed circumstances (i.e., for social housing complexes)
Employee Training and Education	Conferences or conventions,
Employee Training and Education	Workshops, courses and seminars
Employee Training and Education	Subscriptions (newspaper, magazine, or periodicals)
Employee Training and Education	Memberships, association fees

Refundable Employee expense	Meal allowance
Refundable Employee expense	Travel transportation expenses
Refundable Employee expense	Travel accommodations
Employer's general expense	Payroll deduction remittances
Employer's general expense	Medical documentation/forms
Employer's general expense	Insurance premiums and deductibles
Employer's general expense	Tax remittances
Employer's general expense	Refunds and overpayments
Employer's general expense	Licenses, certificates and other approvals required
Employer's general expense	Ongoing costs for existing computer hardware and software
Employer's general expense	Postal or courier fees
Employer's general expense	Banking services (including the borrowing and investment of money)
Employer's general expense	Real property interest
Professional and Special Services	Special tax, accounting and audit services, and advice from Board approved auditor
Professional and Special Services	Cyber security
Professional and Special Services	Insurance and insurance brokers
Professional and Special Services	Legal services
Professional and Special Services	Medical, clinical and laboratory services
Professional and Special Services	Confidential items (including investigators, forensic auditors)
Professional and Special Services	Witness fees
Professional and Special Services	Counseling fees
Professional and Special Services	Group benefit plans
Professional and Special Services	Committee fees
Professional and Special Services	Honorariums
Professional and Special Services	Medical supplies as approved and/or required by specific Ministry of Health guidelines
Professional and Special Services	Routine vehicle expenses including gas, tire rotation/change, oil change and winterization
Professional and Special Services	Advertising (including radio, television, newsprint, or online media)
Professional and Special Services	Entertainers or public speakers for special events
Professional and Special Services	Appraisal fees
Utilities	Water
Utilities	Sewer
Utilities	Natural Gas
Utilities	Electricity
Utilities	Telephone/Cell Phones
Utilities	Telecommunications

Where the Department deems a Goods and/or Service as excluded, a **written request** or the completion of a form as provided by the Contract and Purchasing Specialist or if outline in any staff procedures, is to be completed by the Approval Authority and submitted to the Contract and Purchasing Specialist for review prior to the CAO/CEO authorizing the exemption.

For excluded items, it is the responsibility of the Approval Authority to make every effort to obtain the lowest possible Total Acquisition Costs as appropriate.

PREFERENCE

No preferences shall be shown or taken into account in acquiring Goods and/or Services on behalf of DNSSAB or NDHC, except when DNSSAB and NDHC recognize that in order to best serve its citizens within its unique geographic district, its procurement practices may occasionally warrant circumstances under which minor preferences may be given. Those circumstances must be for the sole purpose of best meeting the interests of our citizens (not the interests of DNSSAB and/or NDHC). Additionally, the preference and justification must be clearly stated in the competitive procurement process documents (e.g. Request for Quotation, Request for Proposal, etc.); and the weight assigned to a preference must be included in the evaluation section; and the weight assigned to the preference must not exceed 15% of the total evaluation score; and preferences shall not be considered post-evaluation.

UNSOLICITED QUOTATIONS OR PROPOSALS

All unsolicited quotations or proposals submitted to the DNSSAB or NDHC shall be addressed by the Unsolicited Quotations and Proposals Policy, FIN/ADM 07.

SCHEDULE B: CONTRACTS

INTENT OF SCHEDULE

To establish the circumstances under which contracts shall be executed.

CONTRACT AUTHORITIES

The Board delegates its authority to execute contracts to the following Employees based on the table below using a reasonably estimated Total Acquisition Cost to guide the selection.

Delegated Contract Authority	Total Acquisition Cost
Supervisors	Up to \$10,000
Managers	Up to \$25,000
Directors	Up to \$74,999.99
Chief Administrative Officer	Up to \$299,999.99
Board Chair	\$300,000 or greater

DNSSAB and NDHC Contracts shall be reviewed by the Contract & Purchasing Specialist prior to being signed by the Contract Authority or their Designate.

Contracts with a TAC of \$75,000 or greater, including Transfer Payment Agreements, ***must be signed by*** the CAO/CEO or their Designate. The CAO/CEO shall have the authority to sign Transfer Payment Agreements on behalf of the DNSSAB/NDHC in accordance with Ministry guidelines even if such Transfer Payment Agreements exceed the CAO/CEO's Approval Authority.

ROLE OF DIRECTORS

Regardless of the Total Acquisition Cost amount, requisitioning Department Directors are responsible for determining that the Contract:

1. Meets the requirements of this Policy.
2. Has been reviewed appropriately, including by risk, finance, purchasing and the Vendor.
3. Is consistent with the strategic plan, risk appetite, business plan, Board approved Budget, collective agreement, employment contracts, and/or any mandated outcomes.

Upon each Contract the requisitioning Department's Director shall attest to the above by initialing each page of their respective Contracts.

CONTRACT EXECUTION

Prior to the provision of Goods and/or Services and for the entire duration of a Contract, the Approval Authority shall ensure that the Vendor has provided the required evidence of insurance, and any required security and/or a Certificate of Clearance from the Workplace Safety and Insurance Board ("WSIB") as the Contract requires.

ISSUING PAYMENTS (holdbacks, draws and progress payments)

The issuing of payments associated with an approved Contract, including any holdback, draw and/or progress payments, which are within the approved budget and Contract, are not subject to this Policy and its Approval Limits.

SCHEDULE C: DEFINITIONS

INTENT OF SCHEDULE

That the words and phrases listed below when used in this policy shall have the following meanings:

“Approval Authority” means the delegated Employee or Board with the capacity to approve a purchase; **“Authorized Person”** has the same meaning.

“Award” means authorization to proceed with purchase of Goods and/or Services from a chosen Vendor.

“Bid” means an offer or submission from a bidder or proponent in response to a Bid Request; **“Proposal”** and **“Quote”** have the same meaning.

“Bid Request” means a formal invitation for Bids issued by DNSSAB and/or NDHC that defines the rules and standards for the selection of a Vendor for needed Goods and/or Services based on a pre-defined Scope of Work and evaluation criteria; **“Solicitation”** has the same meaning.

“Board” means the Board of Directors of the District of Nipissing Social Services Administration Board or the Nipissing District Housing Corporation, as the context may require.

“Budget” means the Board approved Department budget(s) including authorized revisions.

“Chief Administrative Officer” or **“CAO”** means the head of operations at the DNSSAB, their designate or any successor position thereto.

“Chief Executive Officer” means the head of operations at the NDHC, their designate or any successor position thereto.

“Conflicts of Interest” means the definition and obligations as defined in the Conduct & Behaviour Policy.

“Construction” means a 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, soil investigation, the supply of products and materials and 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 design or architectural work, but does not include professional services related to the construction Contract unless they are included in the specifications for the procurement.

“Contract” means a negotiated and reciprocal legal arrangement for the Purchase and sale of Goods and/or Services.

“Cumulative Score” means a weighted average from the combination of the Evaluator's scores from each stage in a Multi-Stage process into a final determinative for selecting a Preferred Bidder.

“Department” refers to the following organizational units led by a member of senior management.

“Designate” means a person authorized by the CAO or CEO or respective Director to act on their behalf, for the purpose of this policy.

“Direct Cost” means administrative cost, construction cost, currency exchange costs, delivery cost, disposal cost, inflationary cost, insurance cost, inventory costs, lease cost, licensing cost, programming cost, purchase cost, rental cost, service cost, staffing cost, warranty cost, taxes and a minimum contingency amount of 10%. excludes any rebates or options where DNSSAB or NDHC can elect not to purchase.

“Direct Negotiation” means a non-competitive procurement process in the form of sole or single sourcing, which shall only occur under exceptional circumstances defined under this Policy.

“Director” refers to the position title who has responsibility and authority over a Department.

“DNSSAB” refers to the District of Nipissing Social Services Administration Board.

“Emergency” means a situation, or threat of an impending situation, which may affect the environment, life, safety, health and/or welfare of the general public, the Board, volunteer or an employee while acting on the DNSSAB's or NDHC's behalf, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level, or where funding has been directed by the Ministry to be expended within a timeline that prohibits the use of a Competitive Process; the CAO/CEO shall have the authority to determine if a situation is an Emergency.

“Employee” means a person employed by the DNSSAB or NDHC with a defined role and work for DNSSAB and/or NDHC.

“Expression of Interest” means the Competitive Process in a Public Procurement where DNSSAB or NDHC invites a minimum of three (3) unique companies and/or individuals to submit a Bid where they provide the Solution; a Multi-Stage approach is used to evaluate Bids; and the highest Cumulative Score is the Determinative Factor for the selection

of a Preferred Bidder; "EOI" has the same meaning.

"Goods" means raw materials, products, equipment and other physical objects of every kind and description or moveable property including the cost of installing, operating and maintaining or manufacturing such moveable property or intangible Goods such as software.

"Indirect Costs" means the assessment of the disability accessibility issues, stability of the company, the reputation of the company, suitability of the goods and/or services, compatibility of the goods and/or services, the quality of the goods, life expectancy of the good, payment terms, time of completion or delivery, Environmental Factors, health and safety implications, ethical business practices, after sale service and support, performance guarantees, service start date, service availability, discount rates, savings, trade-in, and options and alternatives.

"Invitational Process" means the Acquisition by DNSSAB or NDHC of any Good or Service, which enables some but not all companies or individuals to compete in a fair and open environment.

"Ministry" means a governmental organization of Canada or the Province of Ontario, headed by a minister that manages a specific sector of public administration.

"Multi-Stage" means the evaluation method in an RFP and EOI wherein the Evaluation Committee will only open and review a Sealed Bid if the Bidders qualify for that stage of evaluation; the determinative Factor for the selection of a Preferred Bidder in a Multi-Stage process is the Cumulative Score.

"Multi-Year Commitment" means a Contract for Goods and/or Services which has a duration longer than one year.

"NDHC" refers to the Nipissing District Housing Corporation.

"Preferred Bidder" means the Bidder short-listed by an Evaluation Committee, which is then recommended to the Procurement Authority for Award.

"Procurement Method" means the purchasing process required for specified procurement circumstances, which shall be in accordance with Schedule A.

"Professional Services" means persons having a specialized knowledge or skill for a defined Service requirement including Architects, surveyors, appraisers, accountants, engineers, designers, management and financial consultants; and Firms or individuals having specialized competence in environmental, planning or other disciplines.

"Purchase" means obtaining Goods and/or Services by leasing, renting, paying, exchange, or other means of transaction arrived at by a Competitive or Non-competitive Procurement Process; "Acquire," "Acquisition," "Expenditure", "Procure", "Procurement" and "Purchasing" have the same meaning.

"Public Procurement" means the formal process of acquiring Goods and/or Services from an external source using a competitive bidding process which is advertised publicly as either an RFP or RFT.

"Request For Information" means an information gathering exercise where a request is issued for the purpose of compiling market information on Goods and/or Services; this process does not create any contractual obligations; "RFI" has the same meaning.

"Prequalification Request" means a non-binding process wherein companies and/or individuals can pre-qualify for a possible or pending competition by submitting information wherein DNSSAB or NDHC will determine whether or not the company or individual has the capability to perform the Scope of Work and is, therefore, eligible to submit a Bid if and once an EOI, RFQ, RFP or RFT is issued; "PQR" has the same meaning.

"Real Property" means immovable property such as land, building and fixtures on, above, or below a defined surface or legal area, and any interest therein.

"Request For Proposal" means the Competitive Process in a Public Procurement where a Bidder is asked to provide the Solution, a Multi-Stage approach is used to evaluate Bids, and the highest Cumulative Score is the determinative Factor for the selection of a Preferred Bidder, "RFP" has the same meaning.

"Request for Quotes" means the Competitive Process in an Invitational Procurement where DNSSAB or NDHC invites a minimum of three (3) unique companies and/or individuals to submit a Bid where the Solution is predetermined as to the required quantity and quality; a Two-Stage approach is used to evaluate Bids; and the lowest Total Acquisition Cost is the determinative Factor for the selection of a Preferred Bidder; "RFQ" and "Request for Quotation" have the same meaning.

"Request for Tender" means the Competitive Process in a Public Procurement where the Solution is predetermined as to the required quantity and quality, a Two-Stage approach is used to evaluate Bids, and the lowest Total Acquisition Costs is the determinative Factor for the selection of a Preferred Bidder; "RFT" and "Tender" have the same meaning.

"Request for Vendor of Record" means the Procurement Method used for ad hoc, as-needed, but reoccurring purchases where the Solution is predetermined as to the required quantity and quality and where the Solicitation Document had invited companies and/or individuals to submit pricing and their qualification; meeting Mandatory

Requirements is the determinative Factor for enrollment on a Vendor of Record registry; "RVR" has the same meaning.

"Real Property" means land and any buildings or structures attached directly to it.

"Scope of Work" means the requisitioning Department's needs, expectations, requirements, preferences, and/or deliverables for known or unknown Goods and/or Services related to a predicted Solution.

"Services" means services of all kinds, including but not limited to labour, Construction, maintenance, professional and consulting services save and except those services to be delivered by an officer or employee of DNSSAB in accordance with the terms of employment.

"Single Source" means that the preferred Good and/or Service should only be purchased from a pre-selected company or individual and that any other company or individual with the same or similar Goods and/or Services is to be expressly excluded.

"Sole Source" means that the preferred Good and/or Service has been reasonably determined to be available from only one company or individual.

"Solution" means a specific Good and/or Service that is either requested by DNSSAB or NDHC or proposed by a Bidder based on DNSSAB or NDHC's Scope of Work; "Product" has the same meaning.

"Successful Bidder" means the Bidder selected by the Contracting Authority for contract negotiations.

"Total Acquisition Cost" means the sum of all Direct Costs and the assessment of the Indirect Costs, for the full duration of the intended or actual contract (including any extension terms), necessary for the Vendor to provide and/or complete the Scope of Work.

"Transfer Payment" means one-way funding from a government to an individual, an organization or another government for which the government making the transfer does not receive any goods or services directly in return, as would occur in a purchase/sale or other exchange transaction; Expect to be repaid in the future, as would be expected in a loan; or Expect a direct financial return, as would be expected in an investment.

"Two-Stage" means the evaluation method in an RFQ, RFT and/or Unsolicited Quote for the selection of a Preferred Bidder, wherein an Evaluation Committee will first review a Bid against mandatory requirements and any disqualifying items related to the Bid or Bidder. If a Bid meets all mandatory requirements and the Bid and Bidder have yet to be disqualified, then the Evaluation Committee will rank Bids by pricing to determine which Bid submitted the lowest Total Contract Price. The Determinative Factor for selecting a Preferred Bidder in a Two-Stage process is the lowest Total Contract Price.

"Vendor" means any individual or organization awarded the contract for the supply of goods and services to DNSSAB or NDHC; "Contractors," "Consultants," "Suppliers," and "Service Providers" have the same meaning.

End of Policy