

PREVENTION LINK REQUEST FOR PROPOSAL (RFP) – COMMUNICATIONS CONSULTING

For Independent Contractors (Graphic & Website Design)

OVERVIEW

Prevention Link, a division of the Ontario Federation of Labour, has initiated a Request for Proposal (RFP) process to identify a vendor qualified to plan, execute and deliver the redesign of the project's website (www.odrt.ca) and other project materials. Prevention Link requires a vendor who has demonstrated experience in managing graphics (i.e., logos, social media shareable, infographics, etc.) projects, and expertise with best practices regarding successful website design, development and deployment.

ABOUT PREVENTION LINK ONTARIO

Prevention Link, formerly the Occupational Disability Response Team, is the newly rebranded provincial occupational disability prevention program to train workers to better understand the nature and causes of workplace injuries and to improve the culture of safety in their workplaces. When adversarial or untenable dynamics are hindering the ability of workplace parties to reach agreement on matters relating to compensation, accommodation, health and safety, or return-to-work, Prevention Link facilitates collaboration and builds consensus for change.

PROJECT GOALS

The goal of this project is to rebrand Prevention Link's existing communication materials and publications. As part of the rebrand, the project's website will be redesigned to make it easier to find content, increased program registration and lead generation, more visually appealing, better search engine visibility, integration with social media, and higher customer/member satisfaction.

RFP PROJECT SCOPE AND DELIVERABLES

Graphic design:

- Co-develop and finalize new logo identity
- Letterhead/template for project's electronic documents
- Graphic design for print and promotional materials
- Template for business cards
- Set of graphic designs, illustrations and concepts for project swag (mugs, pens, etc.)

Website design:

- Assess current website and establish an approved design direction
- Source royalty-free images, as needed
- Embed Twitter feeds on website
- Create banners and insert client text, as needed
- Edit designs based on client feedback
- Programming to insert and test the banners

SERVERS/HOSTING

WordPress is the preferred server to host the redesigned Prevention Link website.

COPY

Approved website copy will be provided by Prevention Link.

SEARCH ENGINE OPTIMIZATION

The redesigned website should be search-engine friendly and the vendor is expected to conduct and implement a full SEO, keyword research to ensure the site is not obstructive to search engines.

TIMEFRAME

The desired delivery date for the revised website is **Wednesday, September 12, 2016**.

However, the successful bid will be retained on contract on an as needed or project basis, with the program until March 31, 2017.

BUDGET

The budget allocated for this project is to be determined.

PROPOSAL INSTRUCTIONS

All proposals should be received by **noon on August 29, 2016**. Please submit your proposal by email to oikhalo@preventionlink.ca

As part of the proposal, please address the following:

- Sample project plan
- Project budget
- Your graphic and website design approach
- Details regarding your project management process
- A summary of website development experience
- Examples of past graphic designs
- A listing of existing client references

Please be sure to include the name and contract details of persons to be approached for clarification of the proposal, if needed.

Prevention Link Procurement Policy (from Prevention Link OPM 2017)

1.0 Purpose

This procurement policy pertains to the **PREVENTION LINK** staff ethics, procedures and practices used when dealing with the external marketplace-facing commercial commitment activities and supplier relationship management activities in fulfilling PREVENTION LINK requirements:

- To ensure that publicly-funded goods and services, including construction, consulting services and information technology, are acquired by PREVENTION LINK in a process that is open, fair and transparent;
- To establish a framework of procurement policies and procedures and mandatory requirements that govern how PREVENTION LINK conducts sourcing, contracting and purchasing activities, including setting approval limits and achieving segregation of duties, competitive and non-competitive procurement, conflict of interest and contract awarding;
- To outline the responsibilities of PREVENTION LINK throughout each stage of the procurement process; and
- To ensure that the acquisition of all Goods and/or Services for PREVENTION LINK are made under sound, ethical, transparent and best total economic merit principles, and are subject to appropriate management and control methodologies.

2.0 Application and scope

This Directive sets out the rules for managing procurement for PREVENTION LINK and applies to:

- All PREVENTION LINK employees
- PREVENTION LINK Board of Directors
- All other appointees or individuals doing work for PREVENTION LINK, either by contract or on a volunteer basis.

This Directive does not prevail over legislation and, where provisions contained in this Directive are in direct conflict with provisions contained in a signed collective agreement with an authorized bargaining agent, the collective agreement shall prevail for the length of its current term.

Where an exemption, exception or non-application clause exists under a trade agreement, PREVENTION LINK may apply this clause when conducting procurement but must **formally** establish the applicability of the clause to the subject procurement.

3.0 DEFINITIONS

Definitions of terms used in this Policy are included below and form part of this Policy. These definitions are to be used when applying the provisions of this Policy.

“**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 [PREVENTION LINK] 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.

“**Executive Director**” means the head of operations at PREVENTION LINK.

“**Consulting Services**” refers to the provision of expertise or strategic advice that is presented for consideration and decision-making. The requirements apply to all types of consulting services, including but not limited to:

- management consulting
- information technology consulting
- technical consulting
- research and development
- policy consulting; and
- communication consulting

Communication consulting services are defined as services provided for a fee, and related to creative services including direct marketing and information programs, graphic design, editorial service, visual arts, and news media.

Consulting Services do not include services in which the physical component of an activity would predominate. Consulting Services do not include any licensed professional services provided by medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, chartered accountants, lawyers and notaries in their **regulated** capacities. Note: If these licensed professionals are providing **services of an advisory nature** to PREVENTION LINK, they are to be considered as Consultants for that work.

“**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

“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.

“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.

“General Services” means services provided by an outside supplier that may involve manual effort or labour by the supplier, such as in the servicing of equipment, machinery or tangible assets but exclude Consulting/Professional Services.

“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.

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

“Invitational Competitive” means an invitation competitive procurement that is achieved by requiring a minimum of three (3) qualified Suppliers to submit a written proposal in response to PREVENTION LINK requirements.

Invitational Competitive as noted above means an invitational competitive procurement that is achieved by requiring a minimum of three (3) qualified Suppliers to submit a written proposal in response to the PREVENTION LINK requirements.

Invitational Competitive requires a fair open transparent decision making methodology as noted below.

“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.

“Open competitive procurement” is the contractual acquisition (purchase or lease) by an Organization of any good or service, which enables all suppliers to compete in a fair and open environment.

“Procurement” means acquisition by any means, including by purchase, rental, lease or conditional sale, of goods or services.

“Procurement Value” means the estimated total financial commitment resulting from procurement, taking into account optional extensions.

“Professional Services” are those services provided to PREVENTION LINK from individuals or firms possessing the necessary professional licenses, certification or training to undertake work within their specialization to contribute to the normal operation or contribution to defined and approved projects of PREVENTION LINK. This includes licensed professionals, such as Chartered Accountants, Professional Engineers, Medical Doctors and Lawyers, as well as particular specializations from IT professionals.

“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 trying 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.

“Supplier Debriefing” means a practice of informing a supplier why their bid was not selected upon completion of the contract award process.

“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.

4.0 Ethics & principles

The following ethics & principles must be recognized and followed by all employees of PREVENTION LINK involved in any element of the procurement activities in implementing this Policy:

Accountability: PREVENTION LINK must be accountable for the procurement processes and the results of procurement decisions.

Ethical – acting honestly, upholding the highest ethical standards in performing their roles with integrity, objectiveness, impartiality with respect to all supplier interactions and considerations.

Fair and Equitable – using processes, with all fair and reasonable access to all suppliers and impartiality administering processes, evaluations and programs with them.

Preference: preference must be given to unionized suppliers who manufacture or supply Canadian-made products and services and operate in a union environment

Process Standardization: PREVENTION LINK must strive to standardize processes to remove inefficiencies and ensure equitable access

Quality Service Delivery: All procurement conducted by PREVENTION LINK must support its service delivery objectives

Transparency: PREVENTION LINK procurement processes must be transparent to stakeholders and, wherever possible, provide equal access to information on procurement opportunities and results while respecting the confidentiality elements of the acquisition process.

Value for Money: PREVENTION LINK must maximize the value they receive from the use of public funds.

Maximize Total Value to PREVENTION LINK – to obtain goods and services at the lowest possible total cost to PREVENTION LINK while also ensuring service, quality, maintenance and delivery expectation are met and business and legal risks are acceptably managed.

5.0 MANDATORY REQUIREMENTS

5.1 Supply Chain Code of Ethics

The PREVENTION LINK Board of Directors approved the **Supply Chain Code of Ethics (Code)** as set out in **OPM 2017 Appendix A** , which supplements these policies with procurement-specific standards of practice. The Code must be made available and visible to all members of PREVENTION LINK, as well as to suppliers and other stakeholders involved in procurement and supply-chain activities.

APPENDIX A: Supply Chain Code of Ethics (Code)

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

I. Personal Integrity and Professionalism

Individuals involved with Supply Chain 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.

II. 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.

III. Compliance and Continuous Improvement

Individuals involved with purchasing or other Supply Chain Activities must comply with this Code of Ethics and the laws of Canada and Ontario. 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.

5.2 Procurement Policies and Procedures

PREVENTION LINK framework for procurement policies and procedures (PPP) which governs how it conducts sourcing, contracting and purchasing activities must be approved by the Board of Directors and is as follows:

- 5.2.1. Segregation of Duties:** The organization must continue to segregate at least three of the five procurement functions: requisition, budgeting, commitment, receipt and payment. These roles must lie with different individuals.
- 5.3. Approval Authority:** PREVENTION LINK has established an approval authority schedule (AAS) which identifies the levels within PREVENTION LINK that are allowed to approve procurements based on dollar thresholds. The AAS must be approved by PREVENTION LINK Board of Directors.
- 5.3.1.1. Goods and Non-consulting Services:** Prior to commencement, any procurement process (competitive and non-competitive) of goods and non-consulting services must be approved by the appropriate approval authority based on the AAS.
- 5.3.1.2. Consulting Services:** Prior to commencement, any procurement of consulting services must be approved in accordance with the AAS for Consulting Services below.

Procurement AAS for Consulting Services		
Procurement Method	Procurement Value	PREVENTION LINK Approval Authority
Invitational Competitive	\$0 up to but not including \$100,000	Executive Officer
Open Competitive	Any value	Executive Officer and Executive Director

Non-Competitive*	\$0 up to but not including \$1,000,000	Executive Officer and Chief Prevention Officer
	\$1,000,000 or more	Board of Directors and Chief Prevention Officer
*Exemption-based only		

5.3.2. Competitive Procurement Thresholds: An open competitive procurement process is required where the estimated value of procurement of the goods or services is \$100,000 or more. Consulting services must be competitively procured irrespective of value. (Any exemptions to either of these must be in accordance with the applicable trade agreements.) Reducing the overall value of the procurement (e.g. dividing the goods or services into multiple procurements) in order to circumvent the AAS or the AAS for consulting services is not allowed. An “open competitive procurement” is the contractual acquisition (purchase or lease) of any good or service, which enables all suppliers to compete in a fair and open environment.

The following table sets out both required and recommended methods of procurement:

Goods, Non-Consulting Services and Construction		
Total Procurement Value	Means of Procurement	Recommended/Required
\$3,000 up to but not including \$10,000	Purchase order	Recommended
\$10,000 up to but not including \$100,000	Invitational competitive procurement (minimum of three suppliers are invited to submit a bid)	Recommended
\$100,000 or more	Open competitive process	Required

Consulting Services		
Total Procurement Value	Means of Procurement	Recommended/Required
\$0 up to but not including \$100,000	Invitational or open competitive process	Required
\$100,000 or more	Open competitive process	Required

Procurement Approval Authority Schedule (AAS) for Goods and Non-consulting Services		
Procurement Method	Procurement Value	PREVENTION LINK Approval Authority
Corporate Credit Card and/or regular payment	\$0 up to and including \$3,000 (unless otherwise directed)	Executive Director
Purchase order and invitational competitive with three quotes	Above \$3,000 up to and including \$25,000	Executive Officer
	items greater than 15% over a budget line	Executive Director or Executive Officer
Invitational competitive	Items over \$20,000 per unit cost	Board* and the Executive Officer
Open competitive electronic tendering system	Items over \$25,000	Board* and the Executive Officer
<p>* Board approval is required for non-recurring items of a one-off nature. For example, it would not include recurring payments for medical and dental benefits. Note: Non-competitive purchases are under rare exceptions and are to be managed by the Executive Officer and are subject to any directives from the funder and well as Board approval for a per unit cost greater than \$20,000.</p>		

5.3.3. Information Gathering: Where results of informal supplier or product research are insufficient for sourcing the required goods or services, formal processes such as a Request for Information (RFI) or Request for Expressions of Interest (RFEI) may be used if needed. A response to a RFI or RFEI must not be used to pre-qualify a supplier and must not influence the chances of the respondents from being successful in any subsequent opportunity.

5.3.4. Supplier Pre-Qualification: In order to pre-qualify suppliers for an immediate or future procurement need, a Request for Supplier Qualification (RFSQ) may be used.

Terms and conditions of the RFSQ document must contain language that disclaims any obligation of PREVENTION LINK to call on any supplier to provide goods or services as a result of pre-qualification.

5.3.5. Posting Competitive Procurement Documents: Open competitive procurements must be made through an electronic tendering system, such as MERX, that is readily accessible by all Canadian suppliers.

5.3.6. Timelines for Posting Competitive Procurements: Suppliers must be provided a minimum response time of 15 calendar days for procurement of goods and services valued at \$100,000 or more and should consider providing suppliers a minimum response time of 30 calendar days for procurements of high complexity, risk, and/or dollar value.

5.3.7. Bid Receipt: Bid submission date and closing time must be clearly stated in competitive procurement documents. The closing date of a competitive procurement process should be set on a normal working day (Monday to Friday, excluding provincial and national holidays). Any submissions that are delivered after the closing time must be returned unopened.

5.3.8. Evaluation Criteria: Evaluation criteria must be developed, reviewed and approved by an appropriate authority prior to commencement of the competitive procurement process.

Competitive procurement documents must clearly outline mandatory, rated, and other criteria that will be used to evaluate submissions, including weight of each criterion. The maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.

Mandatory criteria (e.g., technical standards) should be kept to a minimum to ensure that no bid is unnecessarily disqualified and all criteria must comply with Section 7.2.14, Non-discrimination, of the Directive.

The evaluation criteria are to be altered only by means of addendum to the competitive procurement documents.

Suppliers may be requested to provide alternative strategies or solutions as a part of their submission that must meet a pre-established criteria to evaluate alternative strategies or solutions prior to commencement of the competitive procurement process. Alternative strategies or solutions must not be considered unless they are explicitly requested in the competitive procurement documents.

5.3.9. Evaluation Process Disclosure: Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving a tie score.

Competitive procurement documents must state that submissions that do not meet the mandatory criteria will be disqualified.

5.3.10. Evaluation Team: Competitive procurement processes require an evaluation team responsible for reviewing and rating the compliant bids.

Evaluation team members must 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. Evaluation team members must sign a conflict-of-interest declaration and non-disclosure of confidential information agreement.

5.2.12. Evaluation Matrix: Each evaluation team member must complete an evaluation matrix, rating each of the submissions. Records of evaluation scores must be retained centrally for audit purposes.

Evaluators must ensure that everything they say or write about submissions is fair, factual, and fully defensible.

5.2.13. Winning Bid: 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.

5.2.14 Non-Discrimination: In addition to the requirement of organization adhering to the principles section of this policy organization must not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.

5.2.15 Executing the Contract: The agreement between the organization and the successful supplier must be formally defined in a signed written contract before the provision of supplying goods or services commences.

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

5.2.16 Establishing the Contract: The contract must be finalized using the form of agreement that was released with the procurement documents.

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 organization and the successful supplier must be defined formally in a signed written contract before the provision of supplying goods or services commences.

5.2.17 Termination Clauses: All contracts must include appropriate cancellation or termination clauses.

When conducting complex procurements, organizations must consider, as appropriate, the use of contract clauses that permit cancellation or termination at critical project life-cycle stages.

5.2.18 Term of Agreement Modifications: 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.

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.

5.2.19 Contract Award Notification: For procurements valued at \$100,000 or more, PREVENTION LINK must post, in the same manner as the procurement documents were posted, contract award notification. The notification must be posted after the agreement between the successful supplier and the organization has been executed. Contract award notification must list the name of the successful supplier, agreement start and end dates, and any extension options.

5.2.20 Supplier Debriefing: For procurements valued at \$100,000 or more, organization must inform all unsuccessful suppliers about their entitlement to a

debriefing. PREVENTION LINK must allow unsuccessful suppliers 60 calendar days following the date of the contract award notification to request a debriefing.

- 5.2.21. Non-Competitive Procurement:** Organizations should employ a competitive procurement process to achieve optimum value for money. It is recognized, however, that special circumstances may require the use of a non-competitive procurement.

PREVENTION LINK may utilize non-competitive procurement only in situations outlined in the exemption, allowable exceptions, or other trade agreements. In all other circumstances, and prior to commencement of non-competitive procurement, supporting documentation must be completed and approved by an appropriate authority within the organization.

Allowable Exceptions – Consulting Services

Non-competitive procurement of Consulting Services is only allowed in the following circumstances, subject to appropriate procurement approvals:

- Where an unforeseen situation of urgency exists and the Consulting Services cannot be obtained by means of a competitive procurement process. An unforeseen situation of urgency does not occur where the organization has failed to allow sufficient time to conduct a competitive procurement process.
- Where Consulting Services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through a competitive procurement process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest.
- Where there is an absence of any bids in response to a competitive procurement process that has been conducted in compliance with this Directive.
- Where only one supplier is able to meet the requirements of a procurement in the following circumstances:
 - I. To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representatives. Compatibility with existing products may not be allowable if the reason for compatibility is the result of one or more previous non-competitive procurements.
 - II. For the procurement of goods and services the supply of which is controlled by a supplier that is a statutory monopoly.

Allowable Exceptions – Goods and Non-Consulting Services

Non-competitive procurement of goods and non-consulting services is only allowed in the following circumstances, subject to appropriate procurement approvals:

- Where an unforeseen situation of urgency exists and the goods, services or construction cannot be obtained by means of a competitive procurement process. An unforeseen situation of urgency does not occur where the organization has failed to allow sufficient time to conduct a competitive process.
- Where an award is made under a co-operation agreement that is financed, in whole or in part, by an international organization only to the extent that the agreement includes different rules for awarding Contracts.
- Where there is an absence of any bids in response to a competitive procurement process that has been conducted in compliance with this Policy.
- Where only one supplier is able to meet the requirements of a procurement in the following circumstances:
 - I. To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representatives. Compatibility with existing products may not be allowable if the reason for compatibility is the result of one or more previous non-competitive procurements.
 - II. For the procurement of goods and services the supply of which is controlled by a supplier that is a statutory monopoly.
 - III. For the purchase of goods on a commodity market.
 - IV. For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor.
 - V. For work to be performed on property by a Contractor according to provisions of a warranty or guarantee held in respect to the property or original work.
 - VI. For a Contract to be awarded to the winner of a design contest.
 - VII. For the procurement of a prototype or a first good/service to be developed in the course of research, experiment, study, or original development but not for any subsequent purchases.

- VIII. For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases.
- IX. For the procurement of original works of art.
- X. For the procurement of subscriptions to newspapers, magazines or other periodicals.
- XI. For the purchase of real property.

5.2.22. Contract Management: Procurements and the resulting contracts must be managed responsibly and effectively. Payments must be made in accordance with provisions of the contract. All invoices must contain detailed information sufficient to warrant payment. Any overpayments must be recovered in a timely manner.

Assignments must be properly documented. Supplier performance must be managed and documented, and any performance issues must be addressed.

To manage disputes with suppliers throughout the life of the contract, the organization should include a dispute resolution process in their contracts.

For services, the organization 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 organization's own policy 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.

5.2.23. Procurement Records Retention: For reporting and auditing purposes, all procurement documentation, as well as any other pertinent information must be retained in a recoverable form for a period of seven years.

The organization must have a written policy for handling, storing and maintaining the suppliers' confidential and commercially sensitive information.

5.2.24. Conflict of Interest: The organization must monitor any conflict of interest that may arise as a result of the any member of the organization`s involvement

with the procurement activities. Individuals involved with procurement activities must declare actual or potential conflicts of interest. Where a conflict of interest arises, it must be evaluated and an appropriate mitigating action must be taken.

5.2.25. Bid Dispute Resolution: Competitive procurement documents must 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.

6.0 OTHER RELATED POLICIES

The organization must conduct procurement activities according to the law in Ontario, including contract law, the law of competitive processes, privacy legislation, accessibility legislation and any other legislation as may be applicable.

Additional Information or Clarification:

Contact: Ogho Ikhalo, Prevention Link's Senior Communications and Outreach Specialist: 416-443-7654 or oikhalo@ofl.ca

This RFP is open to all bidders from August 1, 2016 to August 29, 2016. The tender for requests for proposals must be received by 12:00pm on August 29, 2016.

sf/cope343