

OLG Internal

OLG Procurement Requirements and Procedures

Finance, Risk, Strategy and Analytics
Enterprise Procurement

Table of Contents

1.	PURPOSE	1
1.1	Purpose of Procurement Requirements and Procedures.....	1
2.	PLANNING REQUIREMENTS	1
2.1	Procurement Planning	1
2.2	Procurement Value	3
2.3	Procurement Approvals.....	4
2.4	Authority To Commit	5
3.	SOURCES OF SUPPLY AND PROCUREMENT METHODS.....	5
3.1	Sources of Supply	5
3.2	Advertising, Public and Media Relations, and Creative Communication Services	6
3.3	Joint Procurements.....	7
3.4	Vendor of Record (VOR) Arrangements.....	7
3.5	Competitive Procurements	8
3.6	3-Quote Procurements for Goods and Services Under \$121,200.....	9
3.7	Non-Covered Procurements	10
3.8	Non-Competitive Procurements	10
4.	PROCUREMENT PROCESS.....	11
4.1	Procurement Notice.....	11
4.2	Procurement Documentation.....	12
4.3	Technical Specifications.....	13
4.4	Conditions for Participation	14
4.5	Prequalification	15
4.6	Modifications, Clarification, or New Information.....	16
4.7	Solicitation Time-Periods.....	16
4.8	Treatment of Bids/Proposals	17
4.9	Evaluation Process.....	17
4.10	Recommendation of Award.....	17
4.11	Contract Negotiations	18
4.12	Contract Finalization.....	19
4.13	Awarding of Contracts.....	20
4.14	Notification.....	20
4.15	Publication of Award Information.....	20
4.16	Debriefing	21

5.	CONTRACT MANAGEMENT	22
5.1	Contract Administration.....	22
5.2	Contract Modifications	23
5.3	Follow-On Contracts.....	23
6.	OTHER CONSIDERATIONS.....	24
6.1	Ontario Trade Commitments.....	24
6.2	Conflict of Interest and Code of Conduct	24
6.3	Dispute Resolution	25
6.4	Protection of Personal and Sensitive Information.....	25
6.5	Accessibility Obligations.....	25
6.6	French Language Services Act Obligations	26
6.7	Indigenous Procurement	26
6.8	Document Retention.....	27
6.9	Annual Reporting.....	29
6.10	Unsolicited Proposals.....	29
6.11	Use of Fairness Monitors.....	29
6.12	Non-Disclosure Agreements.....	30
6.13	Fighting Against Forced Labour and Child Labour in Supply Chains Act Obligations.....	30
7.	RELATED OLG POLICY INSTRUMENTS, PROCEDURES AND FORMS	30
8.	PROCEDURE OWNER	30
9.	PROCEDURE APPROVAL	30
	APPENDIX A: PROCUREMENT THRESHOLDS AND APPROVAL.....	31
	APPENDIX B: NON-COMPETITIVE PROCUREMENT AND NON-COVERED PROCUREMENT REQUIREMENTS.....	36
	APPENDIX C: OPS PROCUREMENT DIRECTIVE INTERIM MEASURES.....	46
	APPENDIX D: DEFINITIONS	47

1. PURPOSE

1.1 Purpose of Procurement Requirements and Procedures

- (1) The purpose of this requirements and procedures document (the “Procurement Procedures”) is:
 - (a) to ensure that Goods, Services and Consulting Services covered by the OLG Procurement Policy and this Procurement Procedures are purchased in the most economical and efficient manner, subject only to the permitted Non-Competitive Exceptions and Non-Covered Procurements as set out in Section 2 of Appendix B to this Procurement Procedures, through procurement processes that conform to the Guiding Principles outlined in the OLG Procurement Policy;
 - (b) to ensure that procurements within OLG comply with its obligations under:
 - i. applicable legislation, regulations, directives and Trade Agreements, as outlined in Appendix A of the OLG Procurement Policy; and
 - ii. internal governance requirements;
 - (c) to specify the various requirements associated with a procurement, including but not limited to: planning, sources of supply, procurement methods, procurement process, approvals and contracting;
 - (d) pursuant to Section 7 of the OLG Procurement Policy, further specify the roles and responsibilities of the parties involved in a procurement;
 - (e) to ensure consistency in the management and administration of procurement processes and purchasing decisions by OLG; and
 - (f) to contribute to a reduction in purchasing costs and achieve value for money.

2. PLANNING REQUIREMENTS

2.1 Procurement Planning

- (1) Procurement planning assists both in identifying potential sources of supply and available procurement methods, as well as in determining what and when approvals are needed to ensure sufficient time is allowed to complete the procurement process.
- (2) Business Units must undertake procurement planning activities in consultation with Enterprise Procurement as an integral part of the procurement process in order to:
 - (a) identify and prioritize the Goods, Services and/or Consulting Services necessary to meet OLG business requirements; and

- (b) identify opportunities to achieve process and scale efficiencies across the organization pertaining to the acquisition of Goods, Services and/or Consulting Services.

2.1.1 Procurement Planning Considerations for Consulting Services

- (1) Consulting Services generally refers to the provision of expertise or strategic advice that is presented for consideration and decision-making purposes. When planning services-related procurements, a determination as to whether the required services meet the definition of Consulting Services, as set out in Appendix D of this Procurement Procedures, must be made in order to determine the most appropriate procurement method and required procurement approval authority.
- (2) Irrespective of estimated value, Consulting Services must be procured via a Competitive Procurement in accordance to the method as set out in Table A.2.1 of Appendix A to this Procurement Procedures, with the exception of those permitted Non-Competitive Exceptions and except for Non-Covered Procurements as set out in Section 2 of Appendix B to this Procurement Procedures.
- (3) To promote value for money when procuring Consulting Services, OLG must provide a cost for each deliverable in any Consulting Services Contract.

2.1.2 Procurement Planning Considerations for Information Technology

- (1) All Information Technology ("IT") acquisitions must also adhere to the OLG Technology Acquisition and Disposal Standards when planning, selecting, procuring or implementing IT infrastructure, technology or services.
- (2) Business Units should consult with Enterprise Procurement in partnership with OLG IT to ensure that all IT acquisitions comply with applicable OLG and/or Treasury Board ("TB")/Management Board of Cabinet ("MBC") directives.

2.1.3 Research and Consultation

- (1) OLG may engage in various forms of market research, including conducting a RFI process in order to solicit information related to particular Goods, Services and/or Consulting Services prior to initiating a Competitive Procurement process.
- (2) A RFI process, or any other form of market consultation, cannot be used to prequalify Vendors for a subsequent Competitive Procurement process and participation in a RFI process cannot be, directly or indirectly, a condition to participation in any Competitive Procurement process conducted by OLG.
- (3) When conducting market consultation exercises, care must be exercised by OLG in order to avoid:
 - (a) providing information to potential Vendors that may prejudice fair competition; and
 - (b) seeking or accepting, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any Technical Specification for a specific procurement from a person that may have a commercial interest in the procurement.

2.2 Procurement Value

2.2.1 Determining Procurement Value

- (1) Business Units, in consultation with Enterprise Procurement, must determine the Procurement Value of all procurements covered by the OLG Procurement Policy and this Procurement Procedures in order to determine the appropriate level of procurement approval authority and procurement method.
- (2) Procurement Value is to be calculated as of the date the procurement notice will be published and should be expressed in Canadian Dollars and inclusive of all sales taxes.
- (3) Procurement Value must include the estimated maximum total value of the procurement, whether awarded to one or more Vendors, over its entire duration. Procurement Value is to take into account all costs and forms of remuneration, including Conferred Value, associated with entering into a contractual relationship with the Vendor, and includes but not limited to:
 - i. the price/cost of all Goods, Services and/or Consulting Services and/or deliverables, including manufacturing;
 - ii. delivery, installation, and documentation costs;
 - iii. ongoing operating costs including training, support and maintenance;
 - iv. premiums, fees, commissions and interest;
 - v. the total value of any options to extend term if the procurement provides for options; and
 - vi. the total value of any applicable Follow-On Contract(s).
- (4) Where a project involves multiple related procurements, the estimated total value of all related procurements must be used to determine the Procurement Value.
- (5) In the case of procurement by lease, rental or hire purchase of a Good or Service, or procurement for which a total price is not specified, the basis for determining Procurement Value shall set in accordance to the provisions in the Trade Agreements.
- (6) In the case of establishing a VOR Arrangement, the basis for determining Procurement Value shall include the estimated maximum total value of all purchasing Contracts anticipated over the maximum contemplated term of the arrangement, including any term extension options.

2.2.2 Artificial Reduction in Procurement Value Prohibited

- (1) The value of a procurement must not be reduced in an attempt to avoid the application of other requirements of this Procurement Procedures including requirements related to Procurement Value, procurement method, level of procurement approval authority or reporting obligations.
- (2) Inappropriate reduction in Procurement Value includes subdividing projects or a single scope of Goods, Services and/or Consulting Services into multiple procurements or multiple consecutive Contracts to one or more Vendors.

- (3) For greater clarity, subdivision of a single scope of Goods, Services and/or Consulting Services in a procurement or Contract is not prohibited where approvals for the full Procurement Value (i.e., approval to procure the total scope of Goods, Services and/or Consulting Services) is disclosed and obtained in the first instance.
- (4) A Business Unit shall not use Contract renewals, cancel a procurement, or modify an awarded Contract in a manner that circumvents the obligations of this Procurement Procedures.

2.3 Procurement Approvals

2.3.1 Requirement to Obtain Approvals

- (1) Business Units must obtain all necessary approvals in writing, and in the form of a business case in the circumstances where the intended procurement is deemed of a significant value and/or high-risk, prior to commencing a procurement, including but not limited to: OLG Executive Leadership, OLG Board of Directors or the appropriate levels of Government approvals, where required, before:
 - (a) commencing a procurement (including any process that establishes or uses a VOR Arrangement); and
 - (b) executing any Contract procured pursuant to a procurement process (including any Contract that was procured pursuant to a Second-Stage Request under a VOR Arrangement established by OLG or the Government of Ontario).
- (2) Business Units, in consultation with Enterprise Procurement, must determine the Procurement Value of each procurement covered by the OLG Procurement Policy and this Procurement Procedures in order to determine the recommended procurement methods and obtain the appropriate level of procurement approval authority as set out in Section 2 of Appendix A of this Procurement Procedures.

2.3.2 Procurement Value Increases

- (1) If additional funds are required above the approved Procurement Value, the Business Unit must obtain the appropriate procurement approval authority and must consult with Enterprise Procurement to determine if the appropriate procurement method was used in accordance with this Procedure prior to proceeding.
- (2) It may be determined that certain commodities require contractual provisions for price increases. In these instances, Business Units should anticipate such increases and ensure that they seek the appropriate procurement approval authority. Business Units must also ensure that the procurement documents, including the Contract documents, identify the framework under which price increases will be permitted including, but not limited to, the frequency of price increases, allowable amount of increase, and any benchmarks that will be used to confirm the price increase.

- (3) A Procurement Value Increase shall not be permitted where a Vendor under an existing Contract is requested to:
- (a) provide additional scope of Goods, Services and/or Consulting Services that is:
 - i. entirely unrelated to;
 - ii. not a follow-on good or service; and
 - iii. not explicitly contemplated within the original scope of Goods, Services and/or Consulting Services delivered by the Vendor; or
 - (b) retain another third-party sub-contractor on behalf of OLG for a scope of Goods, Services and/or Consulting Services that is:
 - i. entirely unrelated to;
 - ii. not a follow-on good or service; and
 - iii. not explicitly contemplated within, the original scope of Goods, Services and/or Consulting Services delivered by the Vendor.

2.4 Authority To Commit

- (1) Enterprise Procurement shall ensure that Business Unit representatives authorizing expenditures and executing Contracts on behalf of OLG are authorized to do so pursuant to the OLG Delegation of Financial Management Authority Corporate Policy.

3. SOURCES OF SUPPLY AND PROCUREMENT METHODS

3.1 Sources of Supply

- (1) Prior to conducting any new procurement, Business Units must validate that there is a compelling need for the acquisition and, in consultation with Enterprise Procurement, must determine the appropriate source of supply and procurement method for the required Goods, Services and/or Consulting Services.
- (2) In assessing the means by which a procurement will be carried out, all applicable sources of supply available to OLG should be considered, including internal OLG resources. Where it has been determined that internal OLG resources are not available, the potential sources of supply available for use are outlined in this Section 3 of the Procurement Procedures.

- (3) Procurements for Goods, Services or Consulting Services should proceed first by way of any available VOR Arrangement as established by OLG, the Government of Ontario, or other applicable collaborative procurement entities, if an arrangement for the supply of the particular Goods, Services and/or Consulting Services already exists.

Where an available VOR Arrangement is not being leveraged, Procurements are to abide by the OPS Procurement Directive Interim Measures outlined in Appendix C of this Procurement Procedures.

3.2 Advertising, Public and Media Relations, and Creative Communication Services

- (1) As established in the MOU between OLG and the Ministry of Finance, OLG is a covered procuring entity under the Procurement Directive on Advertising, Public and Media Relations and Creative Communications Services.
- (2) The Advertising and Communications Services Procurement Branch of Supply Chain Ontario (ACSPB), formerly referred to as the Advertising Review Board (ARB), is a designated mandatory central common service for the procurement of advertising, public and media relations, and creative communication services for the Ontario Government, including OLG, and is responsible for:
 - (a) the creation of VOR Arrangements for all advertising, public and media relations, and creative communication services through an open, competitive process;
 - (b) the establishment of mandatory use Vendor of Record pools for use by ministries and agencies of the Government of Ontario, including OLG; and
 - (c) the execution and oversight of Second-Stage Request competitions to establish the assignment of agencies to specific OLG Business Units based on a predetermined scope of services.
- (3) OLG procurements for Advertising, Public and Media Relations and Creative Communications Services, which includes:
 - (a) all advertising, marketing and promotion services;
 - (b) public and media relations services;
 - (c) communications consulting services; and
 - (d) creative communications services,

must adhere to the procurement methods established in the Advertising Directive as set out in Table A.2.6 in Section 2 of Appendix A of this Procurement Procedures.

- (4) Procurement Value for acquisitions of advertising, public and media relations and creative communications services, includes:
 - (a) fees paid to the agency for its creative work and coordination; and

- (b) any costs of production, including third-party production services and related flow-through costs.
- (5) For greater clarity, the Advertising Directive does not apply to procurements pertaining to public opinion polls or market research studies.
- (6) Where the services being procured may be related to, but may not fall within scope of the Advertising Directive, Enterprise Procurement will consult with the ACSPB or its successor prior to procuring the services or initiating a Competitive Procurement process and will obtain ACSPB direction in writing.
- (7) Advertising, public and media relations, and creative communications services assignments must have a start and end date.
- (8) For every Advertising, Public and Media Relations and Creative Communications Services procurement, and upon post-completion of each contract, the Business Unit is to conduct an evaluation with a focus of results of the engagement.

3.3 Joint Procurements

- (1) A joint procurement is a procurement by multiple organizations from the public sector, including government ministries, agencies, boards, commissions, broader public sector and non-profit organizations, collectively the Buying Group, who in order to achieve efficiencies and economies of scale, leverage their joint purchasing requirements and activities and participate in co-operative purchasing arrangements (a “Joint Procurement”).
- (2) OLG may participate in a Joint Procurement where it is economically advantageous to do so and is in compliance with the OLG Procurement Policy and this Procurement Procedures.
- (3) OLG will ensure that the procurement documents used for the Joint Procurement:
 - (a) disclose all members of the Buying Group participating in the Joint Procurement, including OLG;
 - (b) contain a statement that a Contract for Goods, Services and/or Consulting Services may be awarded by OLG in addition to any Contract(s) awarded by other Buying Group members in the Joint Procurement;
- (4) Where the Joint Procurement is not published by OLG, OLG shall publish a notice of its participation with the Joint Procurement at least annually on the Electronic Tendering System. That notice shall direct potential Vendors to the Joint Procurement tendering notices website if it is different from OLG’s Electronic Tendering System.

3.4 Vendor of Record (VOR) Arrangements

- (1) A Vendor of Record Arrangement (“VOR Arrangement”) is a procurement arrangement that authorizes one or more Qualified Vendors to provide Goods, Services and/or Consulting Services, for a defined period of time, on terms and conditions, including pricing, as set out in the resulting VOR Agreement.

- (2) OLG may choose to:
- (a) establish its own VOR Arrangement;
 - (b) elect to adopt the use of an available Government of Ontario VOR Arrangement¹ for which OLG has been identified that it is eligible to leverage; or
 - (c) elect to adopt the use of an available jurisdictional lottery VOR Arrangement for which OLG has been identified that it is eligible to leverage.
- (3) Certain VOR Arrangements have been approved by Enterprise Procurement and shall be used where such arrangements are applicable and permitted. All procurements under a VOR Arrangement shall use the applicable procurement method as set out in Table A.2.4 of Appendix A of this Procurement Procedures.

3.5 Competitive Procurements

- (1) For Goods and Services with a Procurement Value greater than \$121,200 (including taxes) or Consulting Services at any Procurement Value, all procurements shall be conducted by way of a Competitive Procurement process, subject to certain Non-Competitive Exceptions and Non-Covered Procurements as set out in Section 2 of Appendix B of this Procurement Procedures.
- (2) For Consulting Services, Competitive Procurements with a Procurement Value up to \$121,200 (including taxes) are to include preference be procured from Ontario Business Vendors, where feasible.
- (3) Competitive Procurements with a Procurement Value between \$121,200 (including taxes) and up to \$353,300 (including taxes) are to include preference Canadian Business Vendors, where feasible.
- (4) Competitive Procurements with a Procurement Value greater than \$353,300 (including taxes) are to:
 - (a) Include preference to Canadian Business Vendors and business Vendors of Ontario's trading partners (Trade Agreements), where feasible; and
 - (b) include weighted domestic criteria in procurement evaluations (e.g., vendors to demonstrate how they meet Ontario's environmental and labour standards), where feasible.
- (5) Competitive Procurement methods include procurements that are conducted using Open Competitive or Invitational Competitive formats.

¹ For purposes of determining eligibility for Government of Ontario Enterprise-wide VOR Arrangements, OLG is classified as a Non-OPS entity and/or Provincially Funded Organization (PFO).

3.5.1 Open Competitive Procurements

- (1) Where an Open Competitive procurement method has been established in accordance with Table A.2.1, Table A.2.3 and Table A.2.4 to Section 2 of Appendix A of this Procurement Procedures, all Open Competitive procurement processes are conducted by publishing a procurement notice and all related procurement documents on an Electronic Tendering System as designated by Enterprise Procurement.
- (2) Open Competitive procurements can be issued by the following procurement methods: RFP, RFQ, RFPQ and VOR RFP.

3.5.2 Invitational Competitive Procurements

- (1) Where an Invitational Competitive procurement method has been established in accordance with Section 2 of Appendix A of this Procurement Procedures, all Invitational Competitive procurement processes are conducted by either:
 - (a) in the case of non-VOR invitational procurements, directly inviting either via email or via an Electronic Tendering System, to a minimum of three (3) qualified Vendors (as set out in Table A.2.1 and Table A.2.3 to Section 2 of Appendix A) to submit a bid/proposal in response to OLG's requirements; or
 - (b) in the case of VOR invitational procurements, conducting a Second-Stage Request competition under an applicable VOR Arrangement, by directly inviting either via email or via an Electronic Tendering System, to the minimum number of Qualified Vendors as set out in Table A.2.4 to Section 2 of Appendix A; or
 - (c) where neither clause (a) or (b) of this Section 3.5.2(1) apply and where a Non-Competitive Exception in Section 2 of Appendix B of this Procurement Procedures exists, a written justification in the form of a non-competitive procurement memo is provided including elements consistent with the requirements set out in Section 1 of Appendix B of this Procurement Procedures and all required approvals have been obtained.
- (2) Invitational Competitive procurements can be issued by the following procurement methods: RFP, RFQ and SSR.

3.6 3-Quote Procurements for Goods and Services Under \$121,200

- (1) Where a procurement requirement for Goods or Services (non-Consulting) has a Procurement Value of less than \$121,200 (including taxes) and it is not leveraging a VOR Arrangement, a 3-Quote Procurement process may be conducted where:
 - (a) if the Procurement Value is less than \$30,300 (including taxes), and subject to the procurement not being a follow-on procurement of Goods or Services, the Business Unit may obtain one (1) electronic quote from Ontario Business Vendors, where feasible, for the Goods or Services. It is encouraged that the Business Unit obtain three (3) electronic quotes where possible, from Vendors for the Goods or Services from Ontario Business Vendors where possible, and provide preference to Ontario Business Vendors, where feasible; or

- (b) for Goods, if the Procurement Value is equal to or greater than \$30,300 (including taxes) but less than \$121,200 (including taxes), the Business Unit (in consultation with Enterprise Procurement) or Enterprise Procurement may obtain a minimum of three (3) electronic quotes from Ontario Business Vendors where possible, and provide preference to Ontario Business Vendors, where feasible; or
 - (c) for Services, if the Procurement Value is equal to or greater than \$30,300 (including taxes) but less than \$121,200 (including taxes), the Business Unit (in consultation with Enterprise Procurement) or Enterprise Procurement may obtain a minimum of three (3) electronic quotes from Canadian Business Vendors where possible, and provide preference to Canadian Business Vendors, where feasible.
- (2) For all 3-Quote Procurement processes set out in clause 1(b) of this Section 3.6, the Business Unit must provide supporting rationale on the selection of the preferred Vendor in all 3-Quote Procurement processes, including the outline of circumstances where only one (1) quote was obtained if applicable.
 - (3) The Business Unit must obtain all necessary procurement approvals in accordance to Table A2.2 to Section 2 of Appendix A of this Procurement Procedures.
 - (4) For greater clarity, a 3-Quote Procurement processes cannot be used for Consulting Services with a Procurement Value of less than \$121,200 (including taxes) and must be conducted via a Competitive Procurement process.

3.7 Non-Covered Procurements

- (1) Non-Covered Procurements are conducted by either:
 - (a) a Competitive Procurement process as set out in Section 3.5 of this Procurement Procedures; or
 - (b) a Non-Competitive Procurement method as set out in Section 3.8 of this Procurement Procedures.

3.8 Non-Competitive Procurements

- (1) Non-Competitive Procurement methods are conducted as Sole Source or Single Source procurements and are accomplished by way of either:
 - (a) directly awarding a Contract to a specific Vendor chosen by OLG; or
 - (b) post-award Contract modifications which:
 - i. extend the Contract term beyond the maximum term provided for in the originating procurement document; or
 - ii. materially change the scope of Goods, Services and/or Consulting Services beyond the scope provided for in the originating procurement document.

- (2) Provided that it is not for purposes of avoiding competition among Vendors and is in accordance with the principles of the OLG Procurement Policy, OLG may use a Non-Competitive Procurement method in circumstances where all of the following conditions are met:
- (a) a cited Non-Competitive Exception exists, or in cases where a Non-Competitive Procurement method is being conducted for a Non-Covered Procurement, a cited Non-Covered Procurement exists, as set out in Section 2 of Appendix B of this Procurement Procedures; and
 - (b) if the procurement type is:
 - i. for Goods and/or Services and the Procurement Value exceeds \$121,200 including taxes; or
 - ii. for Consulting Services at any Procurement Value; and
 - (c) the procurement has a Procurement Value within the range as set out in Section 2 of Appendix B of this Procurement Procedures; and
 - (d) a non-competitive procurement memo addressing all of the information elements set out in Section 1 of Appendix B of this Procurement Procedures, is included; and
 - (e) all required approvals have been obtained as set out in Section 4.10(3) of this Procurement Procedures.

For greater clarity, a Non-Competitive Procurement cannot be used where:

- i. no Non-Competitive Exception or Non-Covered Procurement exists as set out in Section 2 of Appendix B of this Procurement Procedures; or
 - ii. the procurement exceeds the Procurement Value range as set out in Section 2 of Appendix B of this Procurement Procedures.
- (3) All approvals to the non-competitive procurement memo must be obtained in advance of engaging the Vendor and prior to executing any resulting Contract.

4. PROCUREMENT PROCESS

4.1 Procurement Notice

- (1) For all Open Competitive procurement processes, OLG must publish a procurement notice on an Electronic Tendering System as designated by Enterprise Procurement. Use of an Electronic Tendering System for Invitational Competitive procurement processes is optional.
- (2) The procurement notice shall include certain prescribed information, at a minimum:
- (a) the Competitive Procurement documentation;

- (b) a summary of the opportunity which includes:
 - i. the subject-matter of the procurement; and
 - ii. the final date for the submission of bids/proposals, or if applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list
- (3) To promote an opportunity (and not as a substitute for an Electronic Tendering System), a Business Unit, in consultation with Enterprise Procurement, may promote the procurement opportunity posted on the Electronic Tendering System by also advertising in national newspapers, trade journals and electronic media.

4.2 Procurement Documentation

- (1) OLG shall make procurement documents available to Vendors that include all information necessary to permit Vendors to prepare and submit responsive submissions, including any applicable bidders' meeting information, response to questions documents, and access to any data rooms.
- (2) Procurement documents should also clearly indicate whether or not the procurement is a binding procurement process.
- (3) Procurement documents shall include all pertinent details concerning:
 - (a) the requirements to be fulfilled by the Vendor, and the terms or conditions applicable to the procurement, including, if applicable:
 - i. the nature and the quantity of the Goods, Services and/or Consulting Services to be procured or, if the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any Technical Specifications, servicing/warranty, transition costs, conformity assessment certification, plans, drawings or instructional materials;
 - ii. any conditions for participation of Vendors, including a list of information and documents that Vendors are required to submit in connection with the conditions for participation;
 - iii. full disclosure of the evaluation criteria and process that will be used in the evaluation of submissions, including the method of evaluation, weightings and sub-weightings, unless price is the sole criterion;
 - iv. for procurements with a Procurement Value greater than \$353,300 (including taxes), includes weighted domestic criteria in procurement evaluations (e.g., vendors to demonstrate how they meet Ontario's environmental and labour standards), where feasible;
 - v. any authentication and encryption requirements or other requirements related to the submission of information by electronic means;

- vi. any other terms or conditions, including terms of payment and any limitation on the means by which responses may be submitted, such as whether on paper or by electronic means; and
 - vii. dates for the delivery of Goods or supply of Services and/or Consulting Services or the duration of the Contract, including any options to extend.²
- (b) the procurement process timetable or schedule
 - (c) the form of Contract the successful Vendor(s) is expected to sign including the identification of any negotiable and non-negotiable commercial terms or OLG's standard Purchase Order Terms & Conditions, or alternatively if using the Vendor's form of Contract, key commercial terms and conditions that shall be included in the Contract.
 - (d) Conflict of Interest provisions that require Vendors disclose all actual, perceived or potential conflicts of interest as part of their submission.

In addition, all procurement documents and Contract documents must make it an ongoing obligation of Vendors to disclose actual, perceived or potential conflicts of interest that may arise over the course of a procurement or term of a Contract.

- (e) requirements related to the format and content of submission responses, including technical and financial submission requirements.
 - (f) if considered a Covered Procurement, a statement that the procurement is subject to the Trade Agreements
 - (g) information on bid dispute process.
- (4) If there is an incumbent Vendor, OLG shall ensure that it:
 - (a) discloses information to participants as necessary to prevent the incumbent Vendor from having an unfair advantage in the process; and
 - (b) develops evaluation criteria and Technical Specifications that are not biased in favour of the incumbent provider.

4.3 Technical Specifications

- (1) Business Units shall not prepare, adopt, or apply any Technical Specification or prescribe any conformity assessment procedure with the purpose or the effect of creating unnecessary obstacles to domestic or international trade.
- (2) In prescribing the Technical Specifications for the Goods, Services and/or Consulting Services being procured, Business Units shall, if appropriate:

² In establishing the date for the delivery of Goods or the supply of Services and/or Consulting Services being procured, OLG shall take into account factors such as the complexity of the procurement, the extent of subcontracting anticipated, and the realistic time required for production, de-stocking, and transport of Goods from the point of supply or the realistic time required for supply of the Goods, Services and/or Consulting Services.

- (a) set out the Technical Specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and
 - (b) base the Technical Specification on international standards, if they exist; otherwise, on national technical regulations, recognized national standards or building codes.
- (3) If design or descriptive characteristics are used in the Technical Specifications, Business Units should indicate, if appropriate, that it will consider submissions for equivalent Goods, Services and/or Consulting Services that demonstrably fulfil the requirements of the procurement by including words such as "or equivalent" in the procurement documentation.
- (4) Business Units shall not prescribe Technical Specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or Vendor, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in such cases, words such as "or equivalent" are included in the procurement documentation.
- (5) OLG shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any Technical Specification for a specific procurement from a person that may have a commercial interest in the procurement.
- (6) For greater certainty, any of the limitations or requirements for prescribing Technical Specifications in this Section 4.4 are not intended to preclude Business Units from preparing, adopting, or applying Technical Specifications considered by OLG as necessary to protect sensitive government information, including specifications that may affect or limit the storage, hosting, or processing of such information outside Canada. For the purposes of this Section 4.4(6), "government information" includes third party information held by or on behalf of OLG and "sensitive" information includes confidential, classified, or otherwise protected information.³

4.4 Conditions for Participation

- (1) Any condition for participation in a Covered Procurement must be limited to those that are essential to ensure that a Vendor has the legal and financial capacities, and the commercial and technical abilities, to undertake the relevant procurement.
- (2) In establishing the conditions for participation, OLG:
- (a) shall not impose a condition that, in order for a Vendor to participate in a procurement, the Vendor has previously been awarded one or more Contracts by OLG;
 - (b) may require relevant prior experience if essential to meet the requirements of the procurement; and
 - (c) shall not require prior experience in the Province of Ontario to be a condition of the procurement.

³ As provided for in Article 509.6 of the CFTA. The CETA does not contain a directly corresponding provision. Business Units should consult Enterprise Procurement and OLG Legal Services for further confirmation if required.

- (3) In assessing whether a Vendor satisfies the conditions for participation, OLG shall:
- (a) evaluate the financial capacity and the commercial and technical abilities of a Vendor on the basis of that Vendor's business activities both inside and outside of the Province of Ontario; and
 - (b) base the evaluation on the conditions that specified in advance within the procurement notice or the Competitive Procurement documentation.
- (4) If there is supporting evidence, OLG may exclude a Vendor from any procurement on the following grounds:
- (a) bankruptcy or insolvency;
 - (b) false declarations or misrepresentations;
 - (c) in the case where OLG has established a vendor performance process, significant or persistent deficiencies in performance of any substantive requirement or obligation under prior Contract(s);
 - (d) final judgments in respect of serious crimes or other serious offences;
 - (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Vendor;
 - (f) failure to pay taxes;
 - (g) Conflicts of Interest; or
 - (h) failing to meet any of the mandatory requirements set out in the procurement documents

4.5 Prequalification

- (1) OLG may choose to prequalify Vendors via an Open Competitive procurement process (i.e., RFPQ or VOR RFP) in advance of a procurement. Only those Vendors who have prequalified will be allowed to participate in the subsequent procurement process(es).
- (2) Prequalification processes must be conducted in an open, fair and transparent manner.
- (3) A prequalification inviting interested Vendors to apply for inclusion on a prequalification list shall be published in a tender notice annually on one of the Electronic Tendering System or other systems designated by OLG and shall include:
 - (a) the criteria that will be used to prequalify Vendors, unless those requirements are included in the qualification documentation;
 - (b) a statement that only the Vendors on the prequalified list will receive further notices of procurement(s) covered by the list; and
 - (c) the period of validity of the list.

- (4) Notwithstanding clause 4 of this Section 4.3, where a prequalification list will be valid for three years or less, OLG may publish the request for prequalification only once, at the beginning of the period of validity of the list, provided that the request for prequalification states the period of validity and that further requests will not be published.
- (5) OLG shall allow all prequalified Vendors to participate in a particular procurement(s), unless OLG states in its request for prequalification any limitation on the number of Vendors that will be permitted to bid and the criteria for selecting the limited number of Vendors.

4.6 Modifications, Clarification, or New Information

- (1) Any additional information, clarification or modification to the criteria or requirements set out in the procurement notice or procurement documents must be provided in the same manner as the procurement document via an amendment or addendum and must be released in sufficient time prior to the submission deadline to allow Vendors sufficient time to submit a responsive bid/proposal. The submission deadline may be extended by addendum prior to bid closing to ensure sufficient time is provided to Vendors.

4.7 Solicitation Time-Periods

- (1) OLG must provide sufficient time for Vendors to prepare and submit bid/proposal responses in view of all relevant factors such as, but not limited to, time needed by the Vendor to properly disseminate the information, complexity, risk, seasonality, and best practices within the relevant industry.
- (2) For all procurements with a Procurement Value less than \$121,200 (including taxes), OLG must provide Vendors with sufficient time as described in Section 4.7(1) of this Procurement Procedures.
- (3) For all Competitive procurements with a Procurement Value of \$121,200 (including taxes) up to the lowest value amongst all listed Trade Agreements minimum thresholds as set out in Appendix A to this Procurement Procedures, OLG must allow at least fifteen (15) calendar days.
- (4) For all procurements with a Procurement Value above the lowest value amongst all listed Trade Agreements minimum thresholds as set out in Appendix A to this Procurement Procedures, OLG must allow at least forty (40) calendar days. OLG may reduce the posting period by five (5) calendar days in each of the following circumstances:
 - (a) OLG publishes a notice of intended procurement by electronic means;
 - (b) all procurement documentation is made available by electronic means from the date of publication of the notice of intended procurement; and
 - (c) Vendors may submit their response by electronic means.
- (5) Solicitation time-periods, including any extension of time-periods, must be the same for all prospective Vendors.

- (6) OLG shall, at all times, retain discretion to amend or extend a submission deadline to ensure sufficient time is provided. Where OLG has issued an amendment or addendum to the procurement documents, Vendors must be given sufficient time prior to the deadline to submit a response that addresses such amendment or addendum.

4.8 Treatment of Bids/Proposals

- (1) OLG shall receive, open, and treat all bids/proposals in response to a procurement solicitation under procedures that promote fairness and impartiality of the procurement process, and the confidentiality of bids/proposals.
- (2) Any bid/proposal that is received after the closing date and time specified for receiving bids/proposals will be disqualified unless the delay is due solely to mishandling on the part of OLG.
- (3) If OLG, in its sole and absolute discretion, provides a Vendor with an opportunity to correct unintentional errors of form between the opening of bids/proposals and the awarding of the Contract, OLG shall provide the same opportunity to all participating Vendors.

4.9 Evaluation Process

- (1) All responses to a Competitive Procurement process must be evaluated consistently and in accordance with the evaluation framework (e.g., evaluation criteria, ratings, methodology, weightings and sub- weightings) set out in the procurement document.
- (2) The evaluation framework for a procurement should be completed prior to the issuance of the procurement document and must be finalized by OLG no later than the submission deadline of the applicable procurement process.
- (3) Individuals participating in the evaluation of bid/proposal responses are required to immediately declare any real or perceived Conflicts of Interest and immediately address any OLG questions or required mitigations, as further outlined in Section 6.2 of this Procurement Procedures.
- (4) Following the evaluation process, OLG may select only the highest ranked submission(s) that have met all of the mandatory requirements set out in the related procurement document.

4.10 Recommendation of Award

- (1) The recommendation of award is the formal recommendation to the appropriate OLG approver and grants the authority for OLG to either:
 - (a) in a non-binding procurement process, either via a Competitive Procurement or Non-Competitive Procurement, including any or Non-Covered Procurements conducted via a Non-Competitive Procurement method, enter into negotiations with one or more selected Vendors, which does not constitute final approval of OLG's commitment; or
 - (b) in a binding Competitive Procurement process and based on the results of the evaluation process, declare a Contract award to a successful proponent/bidder.

- (2) For Competitive Procurement processes, OLG requires that the formal recommendation of award:
- (a) match the final results of the evaluation process, as confirmed by evaluation process team members, identifying either the highest rated submission in the case of an RFP, RFPQ, SSR or VOR RFP or lowest price in the case of a RFQ that have been selected for award; and
 - (b) be approved by:
 - i. the Enterprise Procurement approval authority listed in Section 2 of Appendix A;
 - ii. the Business Unit Project/Executive Sponsor; and
 - iii. any other applicable signing authority listed as set out in the associated Enterprise Procurement Risk Assessment intake form.
- (3) For Non-Competitive Procurement processes, including any Non-Covered Procurements conducted via a Non-Competitive Procurement method, OLG requires that the formal recommendation of award be approved by:
- i. the Enterprise Procurement approval authority listed in Section 2 of Appendix A;
 - ii. the Business Unit Project/Executive Sponsor; and
 - iii. the appropriate approval authority as set out in the OLG Delegation of Financial Management Authority Corporate Policy.

4.11 Contract Negotiations

- (1) Subject to Canadian law and its obligations under applicable Trade Agreements, and to ensure best value for money is achieved, OLG may conduct negotiations with Vendors if OLG has expressly indicated its intent to conduct negotiations in the procurement documentation.
- (2) Where negotiations are expressly permitted in the procurement process, they must be conducted fairly and in a manner that does not disclose confidential commercial information about any other Vendor
- (3) OLG shall ensure that any elimination of a selected Vendor participating in negotiations is carried out in accordance with the stages of the evaluation process set out in the procurement documentation, and shall:
- (a) if negotiations are conducted concurrently with multiple selected Vendors, provide a common deadline for the participating selected Vendors to submit any new or revised submissions; or
 - (b) if negotiations are conducted consecutively with one selected Vendor at a time, provide a deadline for the selected Vendor to submit any new or revised submission prior to proceeding to negotiate with the next highest ranked Vendor.
- (4) In the course of negotiations, OLG shall not give an unfair advantage to, or discriminate against, a selected Vendor.

4.12 Contract Finalization

- (1) Following a procurement process, the responsibilities of both OLG and the successful Vendor must be formally defined in a signed written Contract before the provision of Goods, Services and/or Consulting Services commences.
- (2) In the development and execution of a Contract pursuant to a procurement process, OLG must ensure, at a minimum, the following conditions are met:
 - (a) the Contract is finalized using the form of Contract that was released with the procurement document, unless the procurement documents provided for the use of the Vendor's form of Contract or a negotiation process in a non-binding procurement process;
 - (b) provisions related to pricing and term of the Contract and any options to vary the pricing or extend the Contract (if available or applicable), including the terms and conditions for any extension, are clearly set out in the form of Contract released with the procurement document;
 - (c) all Contracts must include appropriate cancellation or termination clauses. Business Units should seek legal advice on the development of such clauses;
 - (d) when conducting complex procurements, Business Units should consider, as appropriate, the use of Contract clauses that permit cancellation or termination at critical project life-cycle stages;
 - (e) the Contract includes the ongoing requirement of a Vendor to disclose perceived, potential or actual Conflicts of Interest;
 - (f) where applicable, ensure that the Vendor has obtained the necessary AGCO registration and/or has completed the due diligence assessment, as outlined in the procurement document, prior to the execution of the Contract;
 - (g) where applicable, ensure that the Vendor has satisfied any conditions that were outlined in the procurement document, as well as applicable approvals or consents that may be required in accordance with OLG administrative practices;
 - (h) where subject matter experts are required, including Legal and the OLG New Initiative Compliance Engagement (NICE) subject matter experts, are to be engaged during the review, development and finalization of the Contract.
- (3) When executing the Contract, OLG must obtain the Vendor's signature before obtaining the designated OLG signing authority's signature. The OLG's signing authority is set out in the OLG Delegation of Financial Management Authority Corporate Policy.
- (4) Where an immediate need exists for Goods, Services and/or Consulting Services, and OLG and the Vendor are unable to finalize the Contract as described above, an interim purchase order may be used. The justification of such decision must be documented and approved by the appropriate approval authority as set out in the OLG Delegation of Financial Management Authority Corporate Policy.

4.13 Awarding of Contracts

- (1) Unless it is not in the public interest to award a Contract, OLG shall award the Contract to the Vendor that OLG has determined to be capable of fulfilling the terms of the Contract and that, based solely on the evaluation criteria specified in the notices and procurement documentation, has submitted:
 - (a) the most advantageous proposal that is the highest rated proposal; or
 - (b) if price is the sole criterion, the lowest price.

4.14 Notification

4.14.1 Notification of Unsuccessful Vendors

- (1) OLG shall promptly inform all unsuccessful Vendors of its Contract award decisions.
- (2) Notification to unsuccessful Vendors may be made either:
 - (a) directly through communication to each unsuccessful Vendor in writing; or
 - (b) indirectly by way of posting the identification of the successful Vendor(s) to the procurement opportunity on the Electronic Tendering System used by OLG.

4.14.2 Notification of Rejected Submission or Disqualification

- (1) Notification to Vendors whose submission is rejected or disqualified should be made directly to the Vendor within a reasonable time after the decision to reject or disqualify has been made by OLG and must cite the reasons for rejection or disqualification.

4.15 Publication of Award Information

- (1) No later than 72 days after the Contract award resulting from a Covered Procurement, including Contracts awarded by way of Non-Competitive Procurements, OLG shall publish a notice of award on an Electronic Tendering System as designated by Enterprise Procurement.
- (2) The notice of award information shall remain accessible to the public for a period of six (6) months or until expiration of the Contract term, whichever comes first.
- (3) The notice of award shall include, at a minimum, the following:
 - (a) name(s) and address(es) of the successful Vendor(s);
 - (b) OLG's name and address;
 - (c) the procurement method used;
 - (d) the date of award;

- (e) the total award value upon completion of the evaluation process and after execution of the Contract with the successful Vendor(s);
 - (f) the Contract start and end dates, including any options for extension;
 - (g) a description of the Goods, Services and/or Consulting Services procured;
 - (h) where a Non-Competitive Procurement was used, a justification for the method selected must be included by citing a specific Non-Competitive Exception(s) as provided in Section 2 of Appendix B of this Procurement Procedures.
- (4) The requirement to post Contract award information does not apply to the SSR selection process when using a VOR Arrangement.

4.16 Debriefing

- (1) For procurements conducted through a Competitive Procurement process, OLG shall inform all successful and unsuccessful Vendors of their entitlement to a debriefing.
- (2) Debriefings will in most cases be held with Unsuccessful Vendors only after:
 - (a) the legal Contract between the successful Vendor(s) and OLG has been signed; or
 - (b) the identification of successfully prequalified parties in the prequalification stage of a two-stage Competitive Procurement process, whether establishing a one-time list of prequalified Vendors (e.g., by way of an RFPQ) or a multi-use list under a VOR Arrangement.
- (3) The purpose of a debriefing session is:
 - (a) for the Unsuccessful Vendor to receive feedback from OLG on the strengths and areas for improvement of their submissions; and
 - (b) ensure that the procurement process adheres to the principles of the OLG Procurement Policy.

4.16.1 Debriefing Procedures

- (1) In scheduling a debriefing with unsuccessful Vendors, Enterprise Procurement shall:
 - (a) confirm the availability of a debriefing in writing and allow Vendors thirty (30) calendar days following the date of the written communication to respond;
 - (b) confirm the date and time of the debriefing session in writing;
 - (c) conduct debriefings with each unsuccessful Vendor individually;
 - (d) ensure that substantially the same participants from OLG participate in every debriefing conducted (if a Fairness Monitor has been used in the procurement process they may be invited to participate in the debriefing but should not conduct the debriefings); and

- (e) retain all correspondence and documentation relevant to the debriefing session as part of the procurement documentation as outlined in Section 6.8 of this Procurement Procedures.
- (5) In conducting Vendor debriefing meetings, OLG shall:
- (a) provide a general overview of the evaluation process set out in the procurement document;
 - (b) provide the name, address, and total bid/proposal price, where applicable, of the successful Vendor as well as the award notice information outlined in Section 4.15 of this Procurement Procedures;
 - (c) discuss the strengths and weaknesses of the Vendor's submission in relation to the specific evaluation criteria and the Vendor's evaluated score. If more than price is evaluated, OLG may provide the Vendor's evaluation scores and their ranking relative to other Vendors;
 - (d) provide suggestions on how the Vendor may improve future submissions;
 - (e) receive feedback from the Vendor on current procurement processes/practices;
 - (f) address specific questions and issues raised by the Vendor in relation to their submission; and
 - (g) where a complaint has been filed regarding the award decision and the Vendor is not satisfied with the outcome of the debriefing session, inform the Vendor of the steps to proceed via the procurement dispute process, as outlined in Section 6.3 of the OLG Procurement Policy.

5. CONTRACT MANAGEMENT

5.1 Contract Administration

- (1) The procurement of Goods, Services and/or Consulting Services, and the resulting Contracts, must be professionally, effectively and responsibly managed by the Business Unit.
- (2) In managing purchasing Contracts, particular attention should be paid to the following:
 - (a) all payments must be in accordance with the provisions of the Contract;
 - (b) all payments for applicable expenses must be in accordance with the OLG Travel, Meal and Hospitality Expenses Corporate Policy;
 - (c) any overpayment must be recovered;
 - (d) all assignments must be properly documented;
 - (e) Vendor performance must be managed and documented, and any performance issues must be addressed; and

- (f) knowledge transfer to OLG staff must take place, where applicable.
- (3) For Consulting Services Contracts:
 - (a) a cost for each deliverable must be provided; and
 - (b) clear terms of reference for the Consulting Services assignment must be established, including objectives, background, scope, constraints, staff responsibilities, tangible deliverables/results, timing, progress reporting, approval requirements and, where applicable, knowledge transfer requirements.

For greater clarity, Consulting Services Contracts cannot be based on hourly rates.

5.2 Contract Modifications

- (1) The Business Unit shall engage Enterprise Procurement for any contemplated changes/amendments to an executed Contract.
- (2) Any extension of term of the Contract beyond what was provided for in the originating procurement process or material changes to the scope of Goods, Services and/or Consulting Services to be delivered under the Contract beyond what was provided for in the originating procurement process are considered Non-Competitive Procurements and may also affect the Procurement Value.
- (3) All Contract modifications which require a Non-Competitive Procurements, including any Non-Covered Procurements conducted via a Non-Competitive Procurement method, are to be conducted in accordance to Section 3.8 of this Procurement Process and are to include the revised Procurement Value as a result of the Contract modification. The revised Procurement Value is to be the estimated maximum total value of all costs and forms of remuneration over the full term of the Contract (i.e., the maximum total value of estimated future expenditures in addition to expenditures associated with the preceding or elapsed term of the Contract).
- (4) All Contract changes/amendments are to be approved by the appropriate approval authority as set out in the OLG Delegation of Financial Management Authority Corporate Policy.
- (5) Where approval is being sought for a Non-Competitive Procurement, including any Non-Covered Procurements conducted via a Non-Competitive Procurement method, to extend a Contract with an existing Vendor, Business Units must seek the appropriate approvals prior to the Contract end date leaving sufficient time to permit an alternative procurement method if required.
- (6) A Contract amendment between OLG and the Vendor must be formally defined and signed before the provision of the additional Goods, Services and/or Consulting Services commences.

5.3 Follow-On Contracts

- (1) A follow-on Contract is one that follows and is related to an already completed Contract ("Follow-On Contract"). Follow-On Contract allow a Business Unit to structure a procurement into several smaller portions for reasons of complexity, size, uncertainty or improved management control.

- (2) Follow-On Contracts are permitted only where an Open Competitive procurement or VOR Arrangement has been used to select a Vendor. The total value of a procurement under a VOR Arrangement, including any Follow-On Contracts, must not exceed the value of the VOR Ceiling Price, where it exists.
- (3) Follow-On Contracts are not permitted where OLG has exhausted all renewal terms as set out in the originating procurement document.
- (4) Subject to Section 5.3(3), for Advertising, Public and Media Relations and Creative Communications Services procurements, no more than two (2) Follow-On Contracts are permitted, each for up to a period of 90 days.
- (5) Prior to entering into a Follow-On Contract, a Business Unit shall:
 - (a) ensure that the procurement documents that led to the original Contract disclosed the total potential scope of work and pricing to be completed under the original Contract and all Follow-On Contracts;
 - (b) in consultation with Enterprise Procurement, ensure that the procurement method used to establish the original Contract was compliant with this Procurement Procedures;
 - (c) ensure that the terms of the original Contract were fulfilled and that Vendor performance was satisfactory; and
 - (d) seek the appropriate approvals based on the total value of the Goods, Services and/or Consulting Services in the original Contract and the Follow-On Contract(s).

6. OTHER CONSIDERATIONS

6.1 Ontario Trade Commitments

- (1) OLG is considered a covered procuring entity under the Trade Agreements listed in Appendix A to the OLG Procurement Policy. As such, this Procurement Procedures reflects the requirements of the Trade Agreement commitments, as appropriate

6.2 Conflict of Interest and Code of Conduct

- (1) All OLG employees must comply with OLG's Code of Business Conduct and Conflict of Interest, as well as the Public Service of Ontario Act, 2006 and other provincial and federal laws in regard to ethics and conflict of interest.
- (2) Conflicts of Interest will be managed by OLG in accordance with applicable law, the provisions of this Procedures, the [OLG Code of Business Conduct](#), the [OLG Conflict of Interest Rules](#) and other applicable OLG policies and procedures.

- (3) It is the responsibility of OLG employees involved in a procurement process to disclose any actual, perceived or potential conflict of interest in relation to such procurement process to Enterprise Procurement in accordance with OLG's Code of Business Conduct. Conflicts of interest that cannot be managed or mitigated may result in the removal of an individual from any further involvement in the applicable procurement process.
- (4) Applicable procurement documents issued by OLG (e.g., RFP, RFPQ and SSR) must require that Vendors disclose all actual, perceived or potential Conflicts of Interest as part of their submission. In addition, all procurement documents and Contract documents must make it an ongoing obligation of Vendors to disclose actual, perceived or potential Conflicts of Interest that may arise over the course of a procurement or term of a Contract.
- (5) If OLG discovers a Conflict of Interest, whether actual, potential or perceived, that was not declared by a Vendor in a Competitive Procurement process, OLG shall take any mitigation actions OLG deems appropriate under the circumstances, which actions may include disqualification of the Vendor.

6.3 Dispute Resolution

- (1) OLG has a bid dispute process to respond to complaints from Vendors participating in an OLG procurement process. This bid dispute process ensures that procurement complaints are addressed and resolved quickly and efficiently. All formal complaints will receive a review and a formal response.
- (2) The details of OLG's bid dispute process are available at <https://about.olg.ca/working-with-us/procurement/>.

6.4 Protection of Personal and Sensitive Information

- (1) Prior to undertaking any procurement of Goods, Services and/or Consulting Services that may result in the collection, use, storage, transmission and/or release of personal or sensitive information, Business Units must conduct a risk assessment that includes a privacy impact assessment and threat risk assessment.
- (2) Any release by OLG of such information contemplated in a procurement process or a subsequent contractual arrangement must comply with the Freedom of Information and Protection of Privacy Act.

6.5 Accessibility Obligations

- (1) OLG must also comply with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and the standards mandated by it through enacted regulation. The AODA, 2005 outlines new, mandatory accessibility standards in many areas. The Integrated Accessibility Standards Regulation under the AODA, 2005 came into force July 1, 2011. Effective January 1, 2012 the Government of Ontario must incorporate accessibility criteria and features into its procurement processes so that Goods, Services, and facilities are more accessible to persons with disabilities, except where it is not practicable to do so.

- (2) Where applicable, procurement documents should specify the desired accessibility standards to be met and provide guidelines for the evaluation of bids/proposals with respect to those standards.

6.6 French Language Services Act Obligations

- (1) OLG must also comply with the French Language Services Act.
- (2) Where a Vendor will be providing services directly to the public in a French Designated Area or province-wide on OLG's behalf, the procurement documents should specify the requirements and Vendor's obligation to comply with any French language requirements.

6.7 Indigenous Procurement

- (1) OLG promotes Indigenous economic development by increasing contracting opportunities for businesses owned by First Nation, Metis and Inuit people where applicable.
- (2) OLG Business Units are encouraged to purchase from Indigenous-owned businesses when Goods, Services and/or Consulting Services:
 - (a) benefit Indigenous people or communities;
 - (b) serve the needs of Indigenous people;
 - (c) are culturally specific to Indigenous people.
- (3) Business Units can support increased access to OLG procurement opportunities through the application of several potential strategies, including:
 - (a) according a preference to award a direct Contract to Indigenous businesses, including those that work with non-Indigenous businesses (e.g., sub-contracts or joint ventures), where duly substantiated;
 - (b) including Indigenous requirements when issuing Competitive Procurement documents. This encourages Vendors to partner or sub-contract with a qualified Indigenous business to complete a portion of the Contract; or
 - (c) establishing evaluation criteria to recognize non-Indigenous businesses that work with Indigenous people. In selecting a Vendor, Business Units may consider the Vendor's track record of:
 - i. partnering with Indigenous businesses and communities;
 - ii. employing Indigenous people; and
 - iii. training Indigenous people

- (4) For greater clarity, the Trade Agreements contain provisions that exclude procurements in respect of Indigenous peoples from any obligations set out in the respective chapter on government procurement. Refer to the Tables in Section 2 Appendix B of this Procurement Procedures for the applicable provisions.
- (5) Eligibility - Indigenous procurement opportunities at OLG may be open to all Indigenous businesses, including those that work with non-Indigenous businesses (e.g., sub-contracts or joint ventures), including either:
- (a) a qualified Indigenous business in which Indigenous persons have at least 51% ownership and control, which can be:
 - i. a band as defined by the *Indian Act*;
 - ii. a sole proprietorship;
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization in which Indigenous persons have at least 51% ownership and control; or
 - (b) a joint venture or consortium, controlled and owned by an Indigenous business or businesses.
- (6) In the case of a qualified Indigenous business, all of the work must be done by an Indigenous business and sub-contracting is only permitted with other Indigenous businesses. In the case of a joint venture or consortium, one-third of the total value of the work must be done by an Indigenous business, either by the Indigenous partner/contractor or by an Indigenous sub-contractor.

6.8 Document Retention

- (1) OLG must ensure that all Procurement decisions and decision-making processes are recorded to account for and support the reconstruction of facts related to a procurement. OLG must:
- establish a file naming convention that will permit related procurement documents to be associated with each other;
 - retain procurement records in compliance with Enterprise Document and Records Management policies, and all applicable laws; and
 - manage procurement Contracts and documentation to ensure that OLG is able to respond to any requests for information, Vendor inquiries, debriefing requests, audits and/or legal challenges in a relevant, reliable, comprehensive and timely fashion.

- (2) Procurement process documentation includes, but is not limited to, the following:
- (a) a copy of the procurement justification or procurement memo document;
 - (b) information regarding all Vendor consultations, including any requests for information, undertaken in the development of the procurement memo and/or procurement documents;
 - (c) evidence that all required approvals were obtained;
 - (d) copies of all procurement documents used to qualify and select the Vendor;
 - (e) where the procurement was conducted through a VOR Arrangement, information regarding the SSR selection process used to select the successful Vendor(s);
 - (f) copies of all advertisements of procurement documents;
 - (g) information relating to compliance with the *Ontarians with Disabilities Act, 2001* and the *Accessibility for Ontarians with Disabilities Act, 2005*, where applicable;
 - (h) copies of all responses, submissions and bids/proposals received in response to procurement documents including the conflict of interest declaration, the tax compliance declaration and Ministry of Finance tax compliance verification;
 - (i) information regarding any issues that arose during the procurement process, including all correspondence related to a bid dispute;
 - (j) information regarding all evaluations of submissions and bids/proposals received in response to procurement documents;
 - (k) information regarding all Vendor debriefings including written documentation of the offer of Vendor debriefing, where applicable;
 - (l) copies of all award letters, notices, and posted announcements;
 - (m) copies of the Contract(s), including the form of Contract included in the procurement documents and the executed Contract with the successful Vendor;
 - (n) information regarding all changes to the terms and conditions of the Contract, including any changes that resulted in an increase in the Contract price;
 - (o) information regarding the management of the Vendor, including how the Vendor's performance was monitored and managed and, where applicable, mechanisms used to transfer knowledge from the Vendor to staff;
 - (p) risk assessment information and recommendations, where applicable;
 - (q) contractor security screening decisions, where applicable;
 - (r) information regarding all disputes or Vendor complaints regarding the procurement, including any Contract disputes;

- (s) all documentation provided in the data room and associated NDAs;
- (t) COI declarations and correspondence with the proponents;
- (u) notes from the unsuccessful Vendor de-briefings;
- (v) notes and drafts from Contract negotiation sessions with Vendors;
- (w) evidence of receipt of procurement deliverables;
- (x) Fairness Monitor's reports and correspondence, where applicable;
- (y) information relating to compliance with the Fighting Against Forced Labour and Child Labour in Supply Chains Act, as amended, where applicable; and
- (z) any other documentation as identified.

6.9 Annual Reporting

- (1) The Ministry of Public and Business Service Delivery will on an annual basis require OLG to provide certain information regarding its procurement activities in compliance with the requirements of the Trade Agreements, and the Fighting Against Forced Labour and Child Labour in Supply Chains Act, if applicable. OLG will provide such information within the required timelines.
- (2) Where requested by the ACSPB, OLG must provide certain information regarding its procurement activities on the use of Advertising, Public and Media Relations and Creative Communications Services.

6.10 Unsolicited Proposals

- (1) Where Business Units receive unsolicited proposals from potential Vendors, the Business Unit shall redirect all Vendor inquiries to Enterprise Procurement. All unsolicited proposals are not to be considered and are to be returned unopened to the Vendor.

6.11 Use of Fairness Monitors

- (1) On all Competitive Procurements, Enterprise Procurement will assess the procurement and determine if it is determined to be a high-risk procurement and recommend the use of a Fairness Monitor for the Competitive Procurement. Where engaged, must be engaged throughout the entire procurement process and the Fairness Monitor is to provide oversight to the procurement ensuring that a fair and consistent application of the procurement process is conducted by OLG. A Fairness Monitor will provide a report with its observations attesting to the process.

6.12 Non-Disclosure Agreements

- (1) Business Units shall not enter into any exploratory discussions with potential Vendors prior to a procurement process without the engagement of Enterprise Procurement. Where Enterprise Procurement approves of any exploratory discussions, and where matters are considered to be confidential with no existing governing Contract between the Vendor and OLG, Enterprise Procurement will implement a NDA between the parties.

6.13 Fighting Against Forced Labour and Child Labour in Supply Chains Act Obligations

- (1) Where a Vendor will be providing Goods to OLG, or on OLG's behalf, the procurement documents should specify the requirements and Vendor's obligation to strictly comply with any Fighting Against Forced Labour and Child Labour in Supply Chains Act requirements.

7. RELATED OLG POLICY INSTRUMENTS, PROCEDURES AND FORMS

- OLG Procurement Policy
- OLG Delegation of Financial Management Authority Policy
- OLG Travel, Meal and Hospitality Expenses Policy
- OLG Code of Business Conduct
- OLG Conflict of Interest Rules
- OLG Corporate Credit Card Standards
- OLG Corporate Credit Cards Procedures
- OLG Software License Compliance Standards
- OLG Technology Acquisition and Disposal Standards
- OLG Application Service Provider Security Standards

8. PROCEDURE OWNER

Vice President, Enterprise Procurement

9. PROCEDURE APPROVAL

Approver	Date
Pinder Basi, Chief Financial & Risk Officer	April 1, 2024
James Lin, Vice President Enterprise Procurement	April 1, 2024

APPENDIX A: PROCUREMENT THRESHOLDS AND APPROVAL

1. TRADE AGREEMENT THRESHOLDS

Table A.1.1 Minimum Thresholds to be Considered a Covered Procurement under the Trade Agreements for Government Procurements

Applicable Trade Agreement	Government Procurement Thresholds ^{4,5} (CDN\$ - January 1, 2024 to December 31, 2025)		
	Crown Corporations and Other Government Enterprises		
	Goods	Services and Consulting Services	Construction ⁶
Canadian Free Trade Agreement (CFTA)	\$668,800 excluding taxes (\$755,744 including taxes)	\$668,600 excluding taxes (\$755,744 including taxes)	\$6,685,000 excluding taxes (\$7,554,050 including taxes)
Trade and Cooperation Agreement between Ontario and Quebec (OQTCA)	\$668,800 excluding taxes (\$755,744 including taxes)	\$668,600 excluding taxes (\$755,744 including taxes)	\$6,685,000 excluding taxes (\$7,554,050 including taxes)
Canada-European Union Comprehensive Economic and Trade Agreement (CETA)	\$627,200 excluding taxes (\$708,736 including taxes)	\$627,000 excluding taxes (\$708,736 including taxes)	\$8,800,000 excluding taxes (\$9,944,000 including taxes)
Canada-UK Trade Continuity Agreement (CAN-UKTCA)	\$627,200 excluding taxes (\$708,736 including taxes)	\$627,000 excluding taxes (\$708,736 including taxes)	\$8,800,000 excluding taxes (\$9,944,000 including taxes)

⁴ For the purposes of determining coverage under an applicable Trade Agreement, OLG shall refer to the applicable government procurement threshold in effect for the period in which the procurement notice will be published.

⁵ Every two years (after Jan 1, 2018), the thresholds for Covered Procurement in the Trade Agreements are reviewed, indexed for inflation, converted to Canadian dollars and updated by the Treasury Board of Canada Secretariat. Amendments to Trade Agreement thresholds are published in [Policy Notes and Treasury Board Circulars](#) prior to taking effect (typically in the month immediately preceding the amendment effective date). For further information on CFTA thresholds, please see the Internal Trade Secretariat's [Covered Procurement Thresholds webpage](#), and for CETA, please see Section A of Annex 19-3 in [Annex 19-A - Market Access Schedule of Canada](#).

⁶ Where the value of a procurement for the acquisition of Construction Services by OLG meets or exceeds any of the applicable procurement thresholds for Construction Services in Table A.1.1, an Open Competitive method of procurement must be used as prescribed in this Procedure, unless the procurement or the services are expressly excluded from the obligations of the government procurement chapter of any applicable Trade Agreement(s).

2. PROCUREMENT METHODS AND APPROVAL AUTHORITY

Table A.2.1 Competitive Procurement Methods for Consulting Services (Non-VOR)

Procurement Value	Procurement Method	Approval Authority of Method
Less than \$121,200 (including taxes)	Invitational Competitive from Ontario Business Vendors where possible, and provide preference to Ontario Business Vendors, where feasible (invite three (3) or more submissions)	Senior Category Manager or below, Enterprise Procurement
\$121,200 (including taxes) up to but not including \$353,300 (including taxes)	Open Competitive and provide preference to Canadian Business Vendors, where feasible	Director, Enterprise Procurement
\$353,300 (including taxes) or greater	Open Competitive with weighting on domestic criteria in procurement evaluations (e.g., Vendors to demonstrate how they meet Ontario's environmental and labour standards), and provide preference to Canadian Business Vendors and business Vendors of Ontario's trading partners (Trade Agreements), where feasible	Director, Enterprise Procurement

Table A.2.2 3-Quote Procurement Methods for Goods and Services Under \$121,200 (Non-VOR)

Procurement Value	Procurement Method	Approval Authority of Method
For Goods or Services less than \$30,300 (including taxes)	A single electronic quote from an Ontario Business Vendor, where possible, may be obtained. It is encouraged that three (3) electronic quotes be obtained from Ontario Business Vendors where possible, and provide preference to Ontario Business Vendors, where feasible	Appropriate Business Unit approval authority
For Goods between \$30,300 (including taxes) up to but not including \$121,200 (including taxes)	Obtain three (3) electronic quotes from Canadian Business Vendors where possible, and provide preference to Canadian Business Vendors, where feasible	Senior Category Manager or below, Enterprise Procurement
For Services between \$30,300 (including taxes) up to but not including \$121,200 (including taxes)	Obtain three (3) electronic quotes from Ontario Business Vendors where possible, and provide preference to Ontario Business Vendors, where feasible	Senior Category Manager or below, Enterprise Procurement

Table A.2.3 Competitive Procurement Methods for Goods and Services (Non-VOR)

Procurement Value	Procurement Method	Approval Authority of Method
\$121,200 (including taxes) up to but not including \$353,300 (including taxes)	Invitational Competitive from Canadian Business Vendors where possible, and provide preference to Canadian Business Vendors, where feasible Invite three (3) or more Vendors	Director, Enterprise Procurement
\$353,300 (including taxes) up to but not including \$708,736 ⁷ (including taxes)	Invitational Competitive with weighting on domestic criteria in procurement evaluations (e.g., Vendors to demonstrate how they meet Ontario's environmental and labour standards), where feasible Invite three (3) or more Canadian Business Vendors and business Vendors of Ontario's trading partners (Trade Agreements) where possible, and provide preference to Canadian Business Vendors, where feasible	Director, Enterprise Procurement
\$708,736 (including taxes) or greater	Open Competitive with weighting on domestic criteria in procurement evaluations (e.g., Vendors to demonstrate how they meet Ontario's environmental and labour standards), and provide preference to Canadian Business Vendors, where feasible	Director, Enterprise Procurement

⁷ For Construction only, an Invitational Competitive method may be used for a Procurement Value of less than \$7,554,050.00 including taxes.

Table A.2.4 Competitive Procurement Methods for Vendor of Record (VOR) Second Stage Requests (SSR) for Goods, Services & Consulting Services

Procurement Value	Procurement Method ^{8,9}	Approval Authority of Method
Less than \$121,200 (including taxes)	Invite three (3) or more submissions where possible	Senior Category Manager or below, Enterprise Procurement
\$121,200 up to but not including \$708,736 (including taxes)	Invitational Competitive (invite three (3) or more submissions)	Director, Enterprise Procurement
\$708,736 (including taxes) up to VOR Ceiling Price (where applicable)	Invitational Competitive (invite all vendors who qualify for the category in the VOR)	Director, Enterprise Procurement
Above VOR Ceiling Price (where applicable)	Must use Open Competitive process or seek an exemption	Director, Enterprise Procurement

Table A.2.5 Non-Competitive Procurement and Non-Covered Procurement Methods and Approval Authority

Procurement Type	Procurement Value	Procurement Approval Authority of Method
Goods and Services (Non-Consulting)	\$121,200 (including taxes) up to but not including \$708,736 (including taxes)	Director, Enterprise Procurement
	\$708,736 (including taxes) or greater	Vice President, Enterprise Procurement
Consulting Services	Less than \$121,200 (including taxes)	Vice President, Enterprise Procurement CEO and CFO (OLG)
	\$121,200 (including taxes) up to but not including \$1,000,000 (including taxes)	Vice President, Enterprise Procurement (OLG) CEO and CFO (OLG) Deputy Minister and Minister (MOF)
	\$1,000,000 (including taxes) or greater	Vice President, Enterprise Procurement (OLG) CEO and CFO (OLG) Deputy Minister and Minister (MOF) Treasury Board/Management Board of Cabinet

⁸ Where there are fewer prequalified Vendors on a VOR Roster under a VOR Arrangement than the requirements noted in Table A.2.4 or the applicable Government of Ontario VOR User Guide, then all qualified and listed Vendors must be invited.

⁹ A Vendor List under a VOR Arrangement may be, for the purpose of this Procurement Procedures, a predetermined and disclosed sub-division of a larger list. For example, where a Government of Ontario VOR Arrangement has prequalified Vendors within regional sub-divisions, invitation of Vendors in accordance with the regional sub-divided list is sufficient for compliance with Table C-3 above.

Table A.2.6 Competitive Procurement Methods for Advertising, Public and Media Relations, and Creative Communication Services

Procurement Value	Procurement Method	Approval Authority of Method
Less than \$30,300 (including taxes)	<p>OLG is not required to acquire Services through the VOR Arrangement and may:</p> <ol style="list-style-type: none"> 1) invite one (1) Vendor from the applicable VOR Arrangement for quotation; or 2) obtain three (3) electronic quotes, where possible, from Ontario Business Vendors or Canadian Business Vendors, where feasible. 	Senior Category Manager or below, Enterprise Procurement
\$30,300 (including taxes) up to but not including \$121,200 (including taxes)	<p>OLG must invite three (3) or more eligible Vendors and conduct a procurement using one of the following two (2) procurement methods:</p> <ol style="list-style-type: none"> 1) request the ACSPB to provide at least three (3) Vendors from an applicable VOR Arrangement to participate in the OLG SSR selection process; or 2) request the ACSPB to carry out the SSR selection process from an applicable VOR Arrangement on behalf of OLG and recommend a Vendor or Vendor(s) for selection. <p>In either case, OLG must select the Vendor(s) with the highest ranked bid/proposal submitted by Vendors deemed capable of completing the work.</p>	Senior Category Manager or below, Enterprise Procurement
\$121,200 up to but not including \$2,000,000	<p>OLG must submit a request to the ACSPB to undertake a Competitive Procurement process.</p> <p>The ACSPB will conduct a SSR selection process inviting three (3) or more Vendors to participate or conduct an Open Competitive procurement where no applicable VOR Arrangement is available to meet OLG business needs.</p>	<p>Director, Enterprise Procurement (OLG)</p> <p>ACSPB</p>
\$2,000,000 and over	<p>Upon completion the ACSPB will recommend the selected Vendor or Vendors to OLG.</p> <p>OLG must select the Vendor(s) with the highest ranked bid/proposal from those submitted by Vendors deemed capable of completing the work to the satisfaction of OLG.</p>	<p>Vice President, Enterprise Procurement (OLG)</p> <p>ACSPB</p> <p>Treasury Board/Management Board of Cabinet</p>

APPENDIX B: NON-COMPETITIVE PROCUREMENT AND NON-COVERED PROCUREMENT REQUIREMENTS

1. NON-COMPETITIVE PROCUREMENT MEMO REQUIREMENTS

- (1) Pursuant to Section 3.8 of this Procurement Procedures, any Non-Competitive Procurements, including any Non-Covered Procurements conducted via a Non-Competitive Procurement method, requires written rationale in the form of a non-competitive procurement memo and must include the following:
- (a) a description of the business requirements;
 - (b) a description of the proposed Non-Competitive Procurement or Non-Covered Procurement process including the estimated Procurement Value and the estimated Contract start and end dates, including any renewals;
 - (c) the applicable Non-Competitive Exception or Non-Covered Procurement for:
 - i. Consulting Services as identified in Tables B.2.1 and B.2.2 of this Appendix B; and
 - ii. Goods and Services as identified in Tables B.2.3 and B.2.4 of this Appendix B;
 - (d) the rationale for pursuing a Non-Competitive Procurement or Non-Covered Procurement process, including: the circumstances that prevent the use of a Competitive Procurement process, further details to support the Non-Competitive Exception or Non-Covered Procurement identified, and, if applicable, documentary evidence to support a Non-Competitive Exception or Non-Covered Procurement where only one Vendor is able to meet the procurement requirements (i.e., Sole Source);
 - (e) identifying if the proposed Vendor has previously been awarded a Contract with OLG within the past five years for the same or closely related requirements, and the type of procurement process(es) used;
 - (f) in respect of a Single Source, a description of the potential pool of Vendors that might have responded to a Competitive Procurement, where appropriate, and an assessment of all potential Vendor complaints and how OLG would respond and manage these complaints;
 - (g) a description of how OLG will ensure it will comply with the principles of this Procurement Procedures, particularly value for money;
 - (h) any alternatives considered;
 - (i) the impact on the business requirements if the Non-Competitive Procurement or Non-Covered Procurement is not approved;
 - (j) if applicable, a description of how OLG will meet these business requirements, in the future, using a Competitive Procurement process; and
 - (k) any other matters considered relevant.

2. NON-COMPETITIVE PROCUREMENT AND NON-COVERED PROCUREMENT PROVISIONS

- (1) As a general rule, the Trade Agreements to which OLG is subject (CFTA, OQTCA, CETA and CAN-UKTCA) as well as certain provisions of the OPS Procurement Directive require that procurements be conducted on an Open Competitive basis.

However, there are certain types of procurements that are not covered by the rules contained in the Trade Agreements and the OPS Procurement Directive. In addition, there are exceptions to the general rule.

The tables below provide a summary of the types of procurements to which the competitive procurement rules contained in the Trade Agreements and the OPS Procurement Directive do not apply (Non-Covered Procurements) and of the various exceptions to the rule for Open Competitive procurements (Non-Competitive Exceptions) set out in the Trade Agreements and the OPS Procurement Directive. The tables also indicate the Procurement Values that fall outside of the coverage of the Trade Agreements and of the OPS Procurement Directive and the Procurement Values that fall within the various exceptions.

The OPS Procurement Directive (but not the Trade Agreements) makes a distinction between procurements for Consulting Services and procurements for Goods and Services, with different requirements and exceptions applicable to procurements for Consulting Services. Accordingly, the tables below have been structured to deal separately with procurements for Consulting Services and procurements for Goods and Services.

The summary information in the tables only provides an overview of the various rules and exceptions. In all instances, reference should be made to the Trade Agreements and to the OPS Procurement Directive for definitive guidance. Business Units should consult with Enterprise Procurement for advice with respect to the specific provisions listed in the tables below. In addition, links to the relevant Trade Agreements are contained within the hyperlinks to Table A.1.1 of this Procurement Procedures. Consult a member of Enterprise Procurement to obtain a copy of the OPS Procurement Directive.

For procurements where multiple Trade Agreements (and the OPS Procurement Directive) apply, it is necessary to ensure that each applicable Trade Agreement (as well as the OPS Procurement Directive) permits a Non-Competitive Procurement or Non-Covered Procurement in the case of that particular procurement.

Tables B.2.3 and B.2.4 below relate to procurements of Goods and Services (other than Consulting Services) and do not provide a comprehensive listing of all instances in which a Non-Competitive Procurement may be permitted. Reference should be made to the applicable Trade Agreements to see if a Non-Competitive Procurement is permitted.

Table B.2.1 – Consulting Services – Non-Covered Procurements

Situations Where Procurements Are Not Covered by Rules Requiring Competitive Procurement	Maximum Value of Procurement Not Covered by Rules Requiring Competitive Procurement ¹⁰	Applicable Sections of Trade Agreements and OPS Procurement Directive
Where needed to protect security or human/animal/plant health	Up to but not including \$708,736	OPS - 4.4.4.2.A.2
	Between \$708,736 and \$755,743	OPS - 4.4.4.2.A.2 CETA & CAN-UKTCA - Article 19.3.2(a) & (b)
	Greater than \$755,744	OPS - 4.4.4.2.A.2 CFTA - Article 303.3(a) OQTCA - Article 9.5.1(a) & (b) CETA & CAN-UKTCA - Article 19.3.2(a) & (b)
Where procurement relates to Aboriginal peoples	Up to but not including \$708,736	OPS - 4.4.4.2.A.4
	Between \$708,736 and \$755,743	OPS - 4.4.4.2.A.4 CETA & CAN-UKTCA - Annex 19-7,2(a)
	Greater than \$755,744	OPS - 4.4.4.2.A.4 CFTA - Article 800 OQTCA - Article 14.6 CETA & CAN-UKTCA - Annex 19-7,2(a)

Table B.2.2 – Consulting Services – Non-Competitive Exceptions

Type of Non-Competitive Exception	Maximum Value of Procurement that Can Use Non-Competitive Exception ¹¹	Applicable Sections of Trade Agreements and OPS Procurement Directive
Urgent situations	Up to but not including \$708,736	OPS - 4.4.4.2.A.1
	Between \$708,736 and \$755,743	OPS - 4.4.4.2.A.1 CETA/CAN-UKTCA - Article 19.12.1(d)
	Greater than \$755,744	OPS - 4.4.4.2.A.1 CFTA - Article 513.1(d) OQTCA - Article 9.14, 1(d) CETA/CAN-UKTCA - Article 19.12.1(d)
To protect confidentiality	Up to but not including \$353,300	OPS - 4.4.4.2.C.15
	Greater than \$353,300	No applicable OPS provisions. A Competitive Procurement must be conducted.
No qualified response submitted to competitive procurement process	Up to but not including \$708,736	OPS - 4.4.4.2.A.3
	Between \$708,736 and \$755,743	OPS - 4.4.4.2.A.3 CETA/CAN-UKTCA - Article 19.12.1(a)(i)
	Greater than \$755,744	OPS - 4.4.4.2.A.3 CFTA - Article 513.1(a)(i) OQTCA - Article 9.14.1(a)(i) CETA/CAN-UKTCA - Article 19.12.1(a)(i)

¹⁰ These figures are current as of January 1, 2024, but are subject to adjustment for inflation in accordance with the provisions of the various Trade Agreements. In addition, all figures are inclusive of taxes.

¹¹ These figures are current as of January 1, 2024, but are subject to adjustment for inflation in accordance with the provisions of the various Trade Agreements. In addition, all figures are inclusive of taxes.

Type of Non-Competitive Exception	Maximum Value of Procurement that Can Use Non-Competitive Exception ¹¹	Applicable Sections of Trade Agreements and OPS Procurement Directive
To recognize exclusive rights (e.g., exclusive licenses, copyright and patent rights)	Up to but not including \$708,736	OPS - 4.4.4.2.A.8
	Between \$708,736 and \$755,743	OPS - 4.4.4.2.A.8 CETA & CAN-UKTCA - Article 19.12.1(b)(ii)
	Greater than \$755,744	OPS - 4.4.4.2.A.8 CFTA - Article 513.1(b)(ii) OQTCA - Article 9.14.1(b)(ii) CETA & CAN-UKTCA - Article 19.12.1(b)(ii)
Procurement of Consulting Services from other governmental entities or entities related to OLG	Up to but not including \$708,736	OPS – 4.4.4.2.A.5
	Between \$708,736 and \$755,743	OPS – 4.4.4.2.A.5 CETA & CAN-UKTCA - Annex 19-7, 1(e) & 3(f)
	Greater than \$755,744	OPS – 4.4.4.2.A.5 CFTA - Article 504.11(i)(iii) OQTCA - Article 9.4.4(f) & (h) CETA & CAN-UKTCA - Annex 19-7, 1(e) & 3(f)
There is only one Vendor and there is an absence of competition for technical reasons	Up to but not including \$708,736	OPS – 4.4.4.2.A.6
	Between \$708,736 and \$755,743	OPS – 4.4.4.2.A.6 CETA & CAN-UKTCA - Article 19.12.1(b)(iii)
	Greater than \$755,744	OPS – 4.4.4.2.A.6 CFTA - Article 513.1(b)(iii) OQTCA - Article 9.14.1(b)(iii) CETA & CAN-UKTCA - Article 19.12.1(b)(iii)
Additional deliveries by the original Vendor if a change cannot be made for economic or technical reasons and would cause significant inconvenience or substantial duplication of costs	Up to but not including \$708,736	OPS – 4.4.4.2.A.7
	Between \$708,736 and \$755,743	OPS – 4.4.4.2.A.7 CETA & CAN-UKTCA - Article 19.12.1(c)
	Greater than \$755,744	OPS – 4.4.4.2.A.7 CFTA - Article 513.1(c) OQTCA - Article 9.14.1(c) CETA & CAN-UKTCA - Article 19.12.1(c)

Table B.2.3 – Goods and Services - Non-Covered Procurements

Situations Where Procurements Are Not Covered by Rules Requiring Competitive Procurement	Maximum Value of Procurement Not Subject Covered by Requiring Competitive Procurement ¹²¹³	Applicable Sections of Trade Agreements ¹⁴
Where procurement relates to Aboriginal peoples	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-A
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Annex 19-7.2(a)
	Greater than \$755,744	CFTA - Article 800 OQTCA - Article 14.6 CETA & CAN-UKTCA - Annex 19-7.2(a)
Where needed to protect security or human/animal/plant health	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-B
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.3.2(a) & (b)
	Greater than \$755,744	CFTA - Article 303.3(a) OQTCA - Article 9.5.1(a) & (b) CETA & CAN-UKTCA - Article 19.3.2(a) & (b)
Where the Goods or Services are not purchased for governmental purposes, and are purchased with a view to commercial sale	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-C
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.2.2(a)(ii)
	Greater than \$755,744	CFTA - Article 300 OQTCA - Article 9.4.2(a)(ii) CETA & CAN-UKTCA - Article 19.2.2(a)(ii)
Public employment contracts	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-D
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.2.3(d)
	Greater than \$755,744	CFTA - Article 504.11(a) OQTCA - Article 9.4.4(d) CETA & CAN-UKTCA - Article 19.2.3(d)
Non-legally binding agreements	Between \$121,200 but not including \$708,736	OLG NC Code – NCNC-GS-E
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.2.3(b)
	Greater than \$755,744	CFTA – Article 504.11(b) OQTCA – Article 9.4.4(b) CETA & CAN-UKTCA - Article 19.2.3(b)

¹² These figures are current as of January 1, 2024, but are subject to adjustment for inflation in accordance with the provisions of the various Trade Agreements. In addition, all figures are inclusive of taxes.

¹³ A Competitive Procurement process is not required for procurements of Goods or Services (other than Consulting Services) valued at less than \$121,200 (including taxes) and are conducted in accordance with Section 3.6 of this Procurement Procedures.

¹⁴ Where Non-Covered Procurements for Goods and/or Services are lower than the minimum threshold applicability to the Trade Agreements, the OLG Non-Competitive Code (the “OLG NC Code”) is used.

Situations Where Procurements Are Not Covered by Rules Requiring Competitive Procurement	Maximum Value of Procurement Not Subject Covered by Requiring Competitive Procurement ¹²¹³	Applicable Sections of Trade Agreements ¹⁴
Assistance that a party provides, such as grants, loans, equity infusions and guarantees	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-F
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.2.3(b)
	Greater than \$755,744	CFTA - Article 504.11(c) OQTCA - Article 9.4.4(b) CETA & CAN-UKTCA - Article 19.2.3(b)
Purchase of real property	Between \$121,200 but not including \$708,736	OLG NC Code – NCNC-GS-G
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA – Article 19.2.3.(a)
	Greater than \$755,744	CFTA - Article 504.11(e) OQTCA - Article 9.4.4(a) CETA & CAN-UKTCA – Article 19.2.3.(a)
Measures necessary to protect intellectual property	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-H
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.3.2(c)
	Greater than \$755,744	CFTA - Article 504.11(f) OQTCA - Article 9.5.1(c) CETA & CAN-UKTCA - Article 19.3.2(c)
Acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption or distribution of public debt	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-I
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.2.3(c)
	Greater than \$755,744	CFTA - Article 504.11(g) OQTCA - Article 9.4.4(c) CETA & CAN-UKTCA - Article 19.2.3(c)
Procurement of financial services respecting the management of government financial assets and liabilities	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-J
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.
Procurement of health or social services	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-K
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.
Procurement of Goods or Services financed primarily from donations that require the procurement to be conducted in a non-Open Competitive manner	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-L
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.

Situations Where Procurements Are Not Covered by Rules Requiring Competitive Procurement	Maximum Value of Procurement Not Subject Covered by Requiring Competitive Procurement ¹²¹³	Applicable Sections of Trade Agreements ¹⁴
Procurement of Goods or Services from other governmental entities or entities related to OLG	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-M
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Annex 19-7, 1(e) & 3(f)
	Greater than \$755,744	CFTA - Article 504.11(i)(iii) OQTCA - Article 9.4.4(f) & (h) CETA & CAN-UKTCA - Annex 19-7, 1(e) & 3(f)
Procurement of Goods or Services from philanthropic institutions, non-profit organizations, prison labour, or persons with disabilities	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-N
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.3.2(d)
	Greater than \$755,744	CFTA - Article 504.11(i)(v) OQTCA - Article 9.5.1(d) & Annex 9.2, General Notes (1)(e) CETA & CAN-UKTCA - Article 19.3.2(d)
Procurement of Goods or Services conducted for the purpose of providing international assistance	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-O
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.2.3(e)(i)
	Greater than \$755,744	CFTA - Article 504.11(i)(vii) OQTCA - Article 9.4.4(e)(i) CETA & CAN-UKTCA - Article 19.2.3(e)(i)
Procurement conducted under the particular procedure of an international organization, or funded by international grants	Between \$121,200 but not including \$708,736	OLG NC Code - NCNC-GS-P
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.2.3(e)(iii)
	Greater than \$755,744	CFTA - Article 504.11(i)(viii)(B) OQTCA - Article 9.4.4(e)(ii) CETA & CAN-UKTCA - Article 19.2.3(e)(iii)

Table B.2.4 – Goods and Services – Non-Competitive Exceptions

Type of Non-Competitive Exception	Maximum Value of Procurement that Can Use Non-Competitive Exception ¹⁵¹⁶	Applicable Sections of Trade Agreements ¹⁷
Urgent situations	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-A
	Between \$708,736 and \$755,743	CETA/CAN-UKTCA - Article 19.12.1(d)
	Greater than \$755,744	CFTA - Article 513.1(d) OQTCA - Article 9.14.1(d) CETA/CAN-UKTCA - Article 19.12.1(d)
To protect confidentiality	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-B
	Between \$708,736 and \$755,743	CETA/CAN-UKTCA Article 19.16.3
	Greater than \$755,744	CFTA - Article 513.1(i) OQTCA - Annex 9.2, General Notes (1)(i) CETA/CAN-UKTCA Article 19.16.3
No qualified response submitted to competitive procurement process	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-C
	Between \$708,736 and \$755,743	CETA/CAN-UKTCA - Article 19.12.1(a)(i)
	Greater than \$755,744	CFTA - Article 513.1(a)(i) OQTCA - Article 9.14.1(a)(i) CETA/CAN-UKTCA - Article 19.12.1(a)(i)
To ensure compatibility with existing Goods or Services	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-D
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.
To recognize exclusive rights (e.g., exclusive licenses, copyright and patent rights)	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-E
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(b)(ii)
	Greater than \$755,744	CFTA - Article 513.1(b)(ii) OQTCA - Article 9.14.1(b)(ii) CETA & CAN-UKTCA - Article 19.12.1(b)(ii)
Where Vendor is a statutory monopoly	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-F
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.

¹⁵ These figures are current as of January 1, 2024, but are subject to adjustment for inflation in accordance with the provisions of the various Trade Agreements. In addition, all figures are inclusive of taxes.

¹⁶ A Competitive Procurement process is not required for procurements of Goods or Services (other than Consulting Services) valued at less than \$121,200 (including taxes) and are conducted in accordance with Section 3.6 of this Procurement Procedures.

¹⁷ Where Non-Competitive Procurements for Goods and/or Services are lower than the minimum threshold applicability to the Trade Agreements, the OLG Non-Competitive Code (the "OLG NC Code") is used.

Type of Non-Competitive Exception	Maximum Value of Procurement that Can Use Non-Competitive Exception ¹⁵¹⁶	Applicable Sections of Trade Agreements ¹⁷
For the purchase of Goods on a commodity market.	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-G
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(e)
	Greater than \$755,744	CFTA - Article 513.1(e) OQTCA - Article 9.14.1(e) CETA & CAN-UKTCA - Article 19.12.1(e)
For work on a leased building that must be performed by the lessor	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-H
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.
For work to be performed according to provisions of a warranty or guarantee	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-I
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.
For a contract to be awarded to the winner of a design contest	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-J
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(h)
	Greater than \$755,744	CFTA - Article 513.1(h) OQTCA - Article 9.14.1(h) CETA & CAN-UKTCA - Article 19.12.1(h)
For procurement of a prototype	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-K
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(f)
	Greater than \$755,744	CFTA - Article 513.1(f) OQTCA - Article 9.14.1(f) CETA & CAN-UKTCA - Article 19.12.1(f)
For the purchase of Goods under exceptionally advantageous circumstances such as bankruptcy or receivership	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-L
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(g)
	Greater than \$755,744	CFTA - Article 513.1(g) OQTCA - Article 9.14.1(g) CETA & CAN-UKTCA - Article 19.12.1(g)
Original works of art.	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-M
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(b)(i)
	Greater than \$755,744	CFTA - Article 513.1(b)(i) OQTCA - Article 9.14.1(b)(i) CETA & CAN-UKTCA - Article 19.12.1(b)(i)
Subscriptions to newspapers or periodicals	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-N
	Greater than \$708,736	No applicable Trade Agreement provisions. A Competitive Procurement must be conducted.

Type of Non-Competitive Exception	Maximum Value of Procurement that Can Use Non-Competitive Exception ¹⁵¹⁶	Applicable Sections of Trade Agreements ¹⁷
No qualified response submitted to competitive procurement process	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-O
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(a)
	Greater than \$755,744	CFTA - Article 513.1(a) OQTCA - Article 9.14.1(a) CETA & CAN-UKTCA - Article 19.12.1(a)
There is only one Vendor and there is an absence of competition for technical reasons	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-P
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(b)(iii)
	Greater than \$755,744	CFTA - Article 513.1(b)(iii) OQTCA - Article 9.14.1(b)(iii) CETA & CAN-UKTCA - Article 19.12.1(b)(iii)
Additional deliveries by the original vendor if a change cannot be made for economic or technical reasons and would cause significant inconvenience or substantial duplication of costs	Between \$121,200 but not including \$708,736	OLG NC Code - NCEX-GS-Q
	Between \$708,736 and \$755,743	CETA & CAN-UKTCA - Article 19.12.1(c)
	Greater than \$755,744	CFTA - Article 513.1(c) OQTCA - Article 9.14.1(c) CETA & CAN-UKTCA - Article 19.12.1(c)

APPENDIX C: OPS PROCUREMENT DIRECTIVE INTERIM MEASURES

1. IN SCOPE PROCUREMENTS

- (1) The OPS Procurement Directive Interim Measures applies to Procurements of Goods, Services and Consulting Services:
 - (a) where an available VOR Arrangement is not being leveraged or does not exist; and
 - (b) valued at \$30,300 or higher (including taxes); and
 - (c) its Contract term (including any extensions) exceeds two years.
- (2) The OPS Procurement Directive Interim Measures does not apply to Procurements of Goods, Services and Consulting Services:
 - (a) where the Procurement is related to Construction work; or
 - (b) where Goods or Services are procured for commercial sale or resale or for use in production of a good or service intended for commercial sale or resale.
- (3) In circumstances where it is not possible or appropriate to comply with the requirements set out in (1) above, OLG must complete a Procurement Rationale Report and submit it to MPBSD at least 45 days before the Procurement is released to the vendor community.

Note that submission of the report does not change the authority of OLG to proceed with the Procurement, provided that appropriate approvals are received. For clarity, once the report is submitted to MPBSD, OLG can proceed with the Procurement.

APPENDIX D: DEFINITIONS

1. GENERAL DEFINITIONS

“3-Quote Procurement” means a procurement for Goods and/or Services with a Procurement Value of less than \$121,200 (including taxes) where electronic quotes are received from Ontario Business Vendors or Canadian Business Vendor(s), where feasible, and the process does not utilize OLG’s Competitive Procurement documents (RFP or RFQ) to obtain the quotes.

“Advertising, Public and Media Relations and Creative Communications Services” means:

- (a) **“Advertising Services”** defined as services relating to the strategies, planning, creative design and production of advertising appearing in any medium, including print (newspaper/magazine), broadcast (television/radio), out-of-home (outdoor/transit), and digital/online/social media;
- (b) **“Creative Communications Services”** defined as services relating to creative services, direct marketing and information programs: including graphic design, writing/editorial services, web development, social media strategies/content development and visual arts; and
- (c) **“Public and Media Relations Services”** defined as services relating to the planning and implementation of communications programs, stakeholder engagement/management, issues/crises/reputation management, public consultation, public relations and media relations programs.

“ACSPB” means the Advertising and Communications Services Procurement Branch, a branch of Supply Chain Ontario which falls under the Ministry of Public and Business Service Delivery.

“Business Unit” means an OLG division or department with a purchasing requirement for Goods, Services and/or Consulting Services.

“Buying Group” means a group of two or more members that combines the purchasing requirements and activities of the members of the group into one Joint Procurement process. Buying groups include cooperative arrangements in which individual members administer the procurement function for specific Contracts for the group, and more formal corporate arrangements in which the buying group administers procurement for group members. Buying groups may consist of a variety of entities, including any combination of procuring entities, private sector entities, or not-for-profit organizations.

“Canadian Business Vendor” means a commercial enterprise that is incorporated pursuant to the laws of Canada, and which has ongoing business activities in Canada.

“Competitive Procurement” means a procurement process issued to multiple Vendors for an opportunity, whether by Invitational Competitive or by Open Competitive.

“Conferred Value” means the exchange of Goods and/or Services in return for other Goods and/or Services, revenue generating opportunities and partnership Agreements;

“Conflict of Interest” means any situation or circumstance where a person and a Vendor has any commitments, relationships, financial interests, information or property that,

- (a) could or could be seen to create or result in an improper influence over the objective, unbiased and impartial exercise of OLG’s independent judgment;
- (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under any future relevant agreement; or
- (c) could or could be seen to provide a Vendor or any person related to the Vendor with an unfair competitive advantage that could or could be seen to prejudice the integrity of the Competitive Procurement,

in each case, as may be determined by OLG in its sole discretion.

“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, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional Consulting Services related to the construction Contract unless they are included in the procurement.

“Consulting Services” means the provision of expertise or strategic advice that is presented for consideration and decision-making, such as:

- (a) **management consulting** (e.g., helping OLG improve its performance, primarily through the analysis of existing problems and development of plans for improvement. This includes organizational change management assistance and strategy development);
- (b) **information technology consulting** (e.g., advisory services that help clients assess different technology strategies, including aligning their technology strategy with their business or process strategy);
- (c) **technical consulting** (e.g., activities related to actuarial science, appraisal, community planning, health sciences, interior design, realty, security, social sciences);
- (d) **research and development** (e.g., investigative study for the purpose of increasing the available store of knowledge and/or information on a particular subject);
- (e) **policy consulting** (e.g., the provision of advisory services to provide policy options, analysis and evaluation); and
- (f) **communication consulting** (e.g., the provision of strategy and advice in conveying information through various channels and media).

For greater clarity, Consulting Services does not include:

- (a) services in which the physical component of an activity would predominate, for example, services for the operation and maintenance of a facility or plant, surveying, temporary help services, training/education instructors, employee/placement, or auditing services; or
- (b) licensed professional services provided by medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries in their regulated capacities.

“Contract” means the formal written legal contract/agreement for Goods, Services and/or Consulting Services that is entered into with Vendor, at the conclusion of a procurement process or otherwise, including any schedules and extracts from a bid/proposal that are incorporated therein, as applicable.

“Covered Procurement” means a procurement which is subject to the procurement obligations set out in the Trade Agreements.

“Electronic Tendering System” means a computer-based system (such as MERX, Ontario Tenders Portal, or Biddingo) that provides Vendors with access to information related to procurement opportunities.

“Enterprise Procurement” means all functional units within OLG’s Enterprise Procurement department.

“Fairness Monitor” means an independent and impartial third party who observes and monitors the procurement process.

“Follow-On Contract” has the meaning given in Section 5.3(1).

“Goods” means, in relation to procurement, moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property) and includes 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.

“Invitational Competitive” means a non-public Competitive Procurement method of directly inviting at least three (3) Vendors to respond to a request for the supply of Goods, Services or Consulting Services, based on stated delivery requirements, performance specifications, terms and conditions.

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

“Joint Procurement” has the meaning given in Section 2.1.3(1).

“MOU” means a memorandum of understanding.

“NDA” means a non-disclosure agreement.

“Non-Competitive Exception” means specific situations outlined in Section 2 of Appendix B of this Procurement Procedures where the use of a Non-Competitive Procurement process is allowable for the acquisition of Goods, Services and/or Consulting Services, provided that prior approval is received from the prescribed approval authority in accordance with Section 3.8 of this Procurement Procedures.

“Non-Competitive Procurement”, also referred to as limited tendering under the Trade Agreements, means the procurement process outlined in Section 3.8 of this Procurement Procedures which is used to acquire Goods, Services and/or Consulting Services from a specific Vendor and the procurement is not conducted by a Competitive Procurement process.

“Non-Covered Procurement” means certain procurements that are exempt from the application and are not covered by the government procurement chapter obligations of the applicable Trade Agreements. These exemptions are listed in Section 2 of Appendix B of this Procurement Procedures.

“Ontario Business Vendor” means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either has its headquarters or main office in Ontario, or has at least 250 full-time employees in Ontario at the time of the applicable procurement process.

“Open Competitive” means a procurement method whereby procurement documents are made accessible to prospective Vendors through the use of a publicly available Electronic Tendering System.

“OPS Procurement Directive” means the Ontario Public Service Procurement Directive, as issued by Management Board of Cabinet and amended from time to time.

“Procurement Value” means the estimated maximum total value of the procurement as outlined in Section 2.2.

“Procurement Value Increase” means the increase in costs and Conferred Value in excess of the original Procurement Value incurred since the date of the original procurement approval. A Procurement Value Increase may be caused, without limitation, by price increases, volume uptake, extension of Contract Expiry dates, or other unforeseen circumstances.

“Qualified Vendor” means any Vendor that has been prequalified by OLG or by the Government of Ontario or other VOR Arrangement available for use by OLG for future eligibility to participate in a SSR process.

“Request for Information” or **“RFI”** means a market research procurement document that is used to elicit industry information on particular products and/or services from the Vendor community.

“Request for Prequalification” or **“RFPQ”** means a procurement document issued that intends to prequalify Vendors in advance of a subsequent RFP to supply the requested Goods, Services and/or Consulting Services to OLG.

“Request for Proposal” or **“RFP”** means a procurement document that requests Vendors to supply solutions for the delivery of complex Goods, Services and/or Consulting Services or to provide alternative options or solutions. The RFP process uses predefined evaluation criteria in which price is not the only factor.

“Request for Quotation” or **“RFQ”** means a procurement document that requests a Vendor response to supply Goods or Services in the form of a price quotation based on stated delivery requirements, performance specifications, terms, and conditions. The RFQ process focuses the evaluation criteria predominantly on price and delivery requirements.

“Second-Stage Request” or **“SSR”** means an invitation issued to Qualified Vendors requesting submissions to supply Goods, Services and/or Consulting Services in relation to a scope of work in a second-stage assignment under a VOR Arrangement established by OLG or the Government of Ontario.

“Services” means, in relation to procurement, the provision of all services other than Consulting Services or services procured as part of a general Construction Contract.

“Single Source” means a Non-Competitive Procurement or Non-Covered Procurement process used to acquire Goods, Services and/or Consulting Services from a specific Vendor, even though there may be more than one Vendor capable of delivering the same Goods, Services and/or Consulting Services.

“Sole Source” means a Non-Competitive Procurement or Non-Covered Procurement process used to acquire Goods, Services and/or Consulting Services from a specific Vendor because there are no other Vendors available or capable of providing the required Goods, Services and/or Consulting Services.

“Technical Specification” means a requirement included in a procurement document that:

- (a) lays down the characteristics of a Good or Service to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or
- (b) addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a Good or Service.

“Trade Agreements” means the certain domestic and international trade agreements which OLG is considered a covered procuring entity as outlined in Appendix A of the OLG Procurement Policy.

“Vendor” means an organization or individual that seeks to supply or supplies Goods, Services and/or Consulting Services to OLG. An awarded vendor of a Contract is also referred to as a *supplier* or a *service provider*.

“Vendor of Record Arrangement” or **“VOR Arrangement”** has the meaning given in Section 3.4(1).

“VOR Agreement” means a Master Agreement with a Qualified Vendor for the supply of Goods, Services and/or Consulting Services under a VOR Arrangement.

“VOR Ceiling Price” means the maximum aggregate amount of all individual purchases of Goods, Services and/or Consulting Services set out in the VOR Arrangement established by OLG in the applicable Open Competitive process.

“VOR RFP” means a procurement document that is used to establish a VOR Arrangement and its associated VOR Roster for the potential future supply of Goods, Services and/or Consulting Services defined under future SSR processes. The VOR RFP process uses predefined evaluation criteria in which price is not the only factor.

“VOR Roster” means a list of Qualified Vendors under a VOR Arrangement that have satisfied the conditions to be eligible for future participation in an SSR process.

REVISION / REVIEW HISTORY			
Date	Requested By	Updated By	Summary of Revision
April 1, 2024	Chief Financial & Risk Officer	VP Enterprise Procurement and Director, Procurement CI & QA	<p>To align to the updated OPS Procurement Directive, as issued by the Management Board of Cabinet, with the effective date of April 1, 2024 which has been updated on application of the Building Ontario Businesses Initiative Act.</p> <p>Changes to this Procurement Requirements and Procedures include:</p> <ul style="list-style-type: none"> (a) updates to certain thresholds associated to the BOBIA initiative; and (b) updates to certain non-competitive procurement exemption tables for Consulting Services. <p>In addition, changes to this Procurement Requirements and Procedures include updates to reference compliance to the Fighting Against Forced Labour and Child Labour in Supply Chains Act in procurements, which came into effect January 1, 2024.</p>
January 1, 2024	Chief Financial & Risk Officer	VP Enterprise Procurement and Director, Procurement CI & QA	<p>Effective January 1, 2024, updated Trade Agreement Thresholds as published by the Government of Canada will be in effect.</p> <p>As a result, changes to this Procurement Requirements and Procedures include:</p> <ul style="list-style-type: none"> (a) an increase to the CFTA and OQTCA thresholds; (b) a decrease to the CETA and OQTCA thresholds; and (c) updates to all non-competitive procurement (non-covered and exemption) tables.
September 1, 2023	Chief Financial & Risk Officer	VP Enterprise Procurement and Director, Procurement CI & QA	<p>To align to the updated OPS Procurement Directive, as issued by the Management Board of Cabinet, with the effective date of September 1, 2023 which has been changed to include its Centralization and Building Ontario Businesses Initiative (BOBI).</p> <p>Changes to this Procurement Requirements and Procedures include:</p> <ul style="list-style-type: none"> (c) updates to certain thresholds; (d) for procurements less than the minimum trade threshold, inclusion of vendor selection criteria to comply with the BOBI initiative, where feasible; (e) inclusion of contract requirements for Consulting Services;

			(f) updated non-competitive procurement exemption table for Consulting Services; and inclusion of the OPS Procurement Directive Interim Measures.
January 4, 2023	Chief Financial & Risk Officer	VP Enterprise Procurement & Director, Procurement CI & QA	<p>To align to OLG's Policy on Policies published January 11, 2022, and to more accurately align to the OPS Procurement Directive requirements and current Trade Agreement commitments, the Corporate Procurement Policy CP-02-03-015 has been restructured and superseded by:</p> <ul style="list-style-type: none"> (a) OLG's Procurement Policy FEA-02-01, which contains the Purpose; Application & Scope; Governance; Guiding Principles; General Requirements; Roles & Responsibilities; and Applicable Legislation, Directives & Trade Agreements. (b) this Procurement Requirements and Procedures, which contains all requirements and procedures in conducting procurements. <p>Changes to this Procurement Requirements and Procedures include:</p> <ul style="list-style-type: none"> (a) general updates/clarifications to align with the OPS Procurement Directive and Trade Agreements; (b) revision to Procurement Value which includes applicable HST; (c) clarification to: <ul style="list-style-type: none"> (i) the use and applicability of non-competitive procurements; and (ii) the procurement and contract negotiation process; (d) inclusion of: <ul style="list-style-type: none"> (i) accessibility obligations; (ii) Indigenous procurements; (iii) small & minority owned businesses; and (iv) document retention (e) updates to Trade Agreement thresholds to published 2022 levels; (f) increased minimum value threshold \$684,328 (including taxes) for conducting procurements of Goods and Services in an open competitive procurement method; (g) added a minimum value threshold \$6,843,393.00 (including taxes) for conducting procurements of Construction in an open competitive procurement method; (h) updates to Enterprise Procurement approval authority to procurement methods; and (i) updated non-competitive procurement exemption code tables.
June 26, 2018	Vice President, Procurement	Director, Strategic Sourcing, Manager, Strategic Sourcing	<p>Key changes to the OLG Procurement Policy:</p> <p>Updated to include OLG Trade Agreement Obligations to comply with:</p> <ul style="list-style-type: none"> • Canadian Free Trade Agreement (CFTA); • Canadian European-Union Comprehensive Economic

			<p>and Trade Agreement (CETA);</p> <ul style="list-style-type: none"> • Ontario-Quebec Trade and Cooperation Agreement ("OQTCA") <ul style="list-style-type: none"> – Definitions and required procurement principals – Changes to allowable exemptions – Negotiations – Publishing of Awards – Posting times – Procurement Notice – Vendor of Record Arrangement and Prequalification updates <p>Further updates and clarification to:</p> <ul style="list-style-type: none"> • Standard Agreement • Follow-On Agreements • Joint Procurements • Procurement Planning • Procurement practices <p>Roles and Responsibilities defined</p> <ul style="list-style-type: none"> • Procurement; Business; Legal <p>Appendix "A" inserted to include:</p> <ul style="list-style-type: none"> • Updated Procurement Thresholds • Updated Approval Authority <p><u>Note:</u> Some sections not noted above have been removed or rewritten to comply with current practice.</p>
July 31, 2016	Head of Procurement and Sourcing	Director, Strategic Sourcing Manager, Procurement Governance and Compliance	<ul style="list-style-type: none"> • Updated the Management Board of Cabinet Procurement Directive and the Travel, Meal and Hospitality Expenses Directive • Removed section on environmental considerations • Removed reference to the Environmental Procurement Policy and the Environmental Procurement Procedures • Updated Appendix A – Purchase Order Exceptions
January 17, 2014	Manager, Procurement Governance and Compliance	Manager, Procurement Governance and Compliance	<ul style="list-style-type: none"> • Provided further definitions on OLG's competitive processes • Consolidated Goods and Non-Consulting Service tables for ease of use • Included conflict of interest declarations • Included supplier briefing requirements

May 31, 2012	Manager, Procurement Governance and Compliance	Manager, Procurement Governance and Compliance	<p><u>Change #1</u> Added requirement for software procurement to adhere to IT standards.</p> <p><u>Change #2</u> Removed references to Commitment Approval policy and added Financial Approval & Financial Delegation Approval.</p> <p><u>Change #3</u> Updated related policies and references.</p>
March 19, 2012	Executive Director, Procurement and Administration	Manager, Procurement Governance and Compliance	<p><u>Change #1</u> Added section on procurement approval authority – section E.6 under Procurement Principles and Planning.</p> <p><u>Change #2, #3 & #4</u> Section F.5.1.1 Section F.5.2.1 Section F.5.3.5 Section F.6.1.6 Deleted references to 'Complete an executive approval form, as applicable'</p>
November 10, 2011	Executive Director, Procurement and Administration	Procurement Manager	<p><u>Change #1</u> Deleted "employee/placement, engineering" from section 5.3.1(iii) technical consulting and added employee/placement, and auditing services to section 5.3.2</p> <p><u>Change #2</u> Inserted "supporting appliances" section F. 4.1</p> <p><u>Change # 3</u> Correction to typo Section B (vii) - date of act was incorrect.</p>
July 4, 2011	Executive Director, Procurement and Administration	Executive Director, Procurement and Administration	<p>(rev1: Correction to numbering on page 35-July20, 2011)</p> <p>(rev2: Table 6 (page 25) and Table 7 (page 26) updated under column Procurement Approval Authority to indicate where Business Unit shall consult with OLG Procurement Manager or delegate.)</p> <p>Amendments based on MBC Procurement Directive (April 2011). The Directive, applies to OLG as an "Other Included Entity" within the MBC Procurement Directive, provides details about the following items:</p> <ul style="list-style-type: none"> • Procurement of all goods and services (including consulting services) • what is included in Procurement Value • approval thresholds for all goods and services (including consulting services) • allowable exceptions for non-competitive procurement • guidance on procurement process issues <p>Key changes to the OLG Procurement Policy were made</p>

			<p>under the following categories:</p> <ol style="list-style-type: none"> <i>Thresholds and Allowable Exceptions (Updated)</i> <ul style="list-style-type: none"> Other Included Entities may conduct procurements for goods and non-consulting services using their own policies, processes, and procedures provided they are in accordance with the principles of the Directive, including the allowable exceptions for non-competitive procurement of goods and non-consulting services. The thresholds have been adjusted to reflect OLG's business requirements, while providing more clarity for both thresholds and non-competitive procurements and related processes. <i>Agreement on Internal Trade (AIT) (Updated)</i> <ul style="list-style-type: none"> AIT applies to the acquisition of goods or services valued at \$500,000 or more and construction valued at \$5,000,000 or more For non-competitive procurements valued at over \$500,000, OLG Procurement and OLG Legal will consider any applicable AIT issues. <i>Protection of Personal and Sensitive Information (New!)</i> <ul style="list-style-type: none"> New requirements relating to protection of personal information which requires that a privacy impact assessment and a threat risk assessment prior to the undertaking of any procurement of goods and/or services that may result in the release of personal or sensitive information. <i>Follow-On Agreements/Change Orders (Updated)</i> <ul style="list-style-type: none"> Section related to change orders and percentage change that triggered a requirement for approval has been removed Procurement approval amounts now based on total procurement value. <i>Software Procurement (New!)</i> <ul style="list-style-type: none"> New provision providing an option to select software through a competitive evaluation, subject to approval and facilitation by procurement
December 22, 2009	Executive Director, Procurement and Administration	Executive Director, Procurement and Administration	<p>Added definitions for VOR and VOR Arrangements</p> <p>Added threshold amount tables for ARB Pools and OLG VORs for Graphic Design and Creative Services, and Promotions and Special Events.</p> <p>Added Appendix A – Purchase Order Exceptions Amended</p> <p>7.11 Change Orders Note to indicate that all Change Orders to a Purchase Order, including those in excess of the values within this Policy, must be made in writing.</p>
September 14, 2009	Executive Director, Procurement and Administration	Executive Director, Procurement and Administration	<p>Updated section 6.1 Threshold Amounts, Consulting Services Table: Approval Authority for Non- competitive \$1,000,000 and over with oversight Ministry approval.</p>

September 9, 2009	Executive Director, Procurement and Administration	Procurement Management Team	<p>Definitions:</p> <p>Added Consulting Services (reference to section 8.1 of policy), updated Scope of Work.</p> <p>Section 6.1 Threshold Amounts:</p> <p>Added clarification that threshold amounts are in Canadian funds</p> <p>Updated Threshold Amounts table with Goods, Services (Non-Consulting) and Consulting Services tables</p> <p>Section 7.7 Non-Competitive Purchases:</p> <p>Added: Non-competitive purchases must be made in compliance with the threshold amounts and the associated approvals identified in Section 6.1 and Change Order requirements as identified in Section 7.11.</p> <p>Deleted table, since replaced with the addition of tables in Section 6.1</p>
August 31, 2009	Executive Director, Procurement and Administration	Procurement Management Team	Sections updated significantly.