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**Title:** Procurement Policy & Procedures

Nils Clausen

Chief Executive Officer (CEO):

Sept.8 2023

Date:

  
Signature:

Greg Chow, Board Chair

Approved By: CMEPP Board of Directors

Sept. 8, 2023

Date:

  
Signature:**Record of Revisions:**

Revision	Date	Description
01	June 19, 2014	Original issue, new CMEPP Policy approved by the Board at the June 19, 2014 Board meeting
02	September 12, 2014	Document aligned with what is expected in an internal policy
03	October 20, 2017	Updated to <ul style="list-style-type: none"><li>a) Reflect CMEPP logo change</li><li>b) Board approved revised CMEPP signing authority</li><li>c) GM Approval</li></ul>
04	April 22, 2022	Updated to align thresholds to payment approval policy and revise authority levels and positions. Added section addressing the Capital Fund Reserve. Removal of reference to AIT which is now the Canada Free Trade Agreement (CFTA)
05	September 7, 2023	Added delegated purchasing authority level for amendments to prior procurements. Added 7.3 - high value estimate approval section. Updated policy with new "CEO" title designation. Director of Participant Operations and Director of Operations and Supplier Relationships changed to "CMEPP Director"

## PREAMBLE

The Ontario *Broader Public Sector Accountability Act, 2010* outlines that every corporation that is controlled by one or more designated (Ontario) broader public sector organizations and that exists solely or primarily for the purposes of purchasing goods or services for those organizations also falls under the definition of designated broader public sector organization. This may include, but not limited to, buying groups, group purchasing organizations and shared service organizations.

CMEPP has determined that it is in its best interests to adopt this policy to be compliant with the above legislation, and applicable procurement directives arising therefrom.

### 1.0 PURPOSE:

The purpose of this Policy is:

- To ensure that publicly funded goods and services, including construction, consulting services, and information technology are acquired through a process that is open, fair, and transparent;
- To outline responsibilities throughout each stage of the procurement process; and
- To ensure that procurement processes are managed consistently.

### 2.0 APPLICATION AND SCOPE:

This Policy governs how CMEPP conducts sourcing, contracting and purchasing activities, including approval segregation and limits, competitive and non-competitive procurement, purchasing, contract awarding, conflict of interest and bid protest procedures.

This Policy applies to all individuals involved with purchasing goods, services, consulting services, construction or capital on behalf of CMEPP. Private donations, including restricted donations, should follow the principles to the greatest extent.

In an effort to make effective use of resources, CMEPP will take advantage of competitive bidding processes completed by strategic partners when and/if applicable. A strategic partner would be defined as one of CMEPP program participants.

### 3.0 PRINCIPLES:

This Policy is based on the five key principles that allow CMEPP to achieve value for money while following a procurement process that is fair and transparent to all stakeholders:

- 3.1 Accountability  
CMEPP must be accountable for the results of its procurement decisions and the appropriateness of the processes.
- 3.2 Transparency  
CMEPP must be transparent to all stakeholders. Wherever possible, stakeholders must have equal access to information on procurement opportunities, processes and results.
- 3.3 Value for Money  
CMEPP must maximize the value it receives from the use of public funds. A value-for-money approach aims to deliver goods and services at the optimum total lifecycle cost.
- 3.4 Quality Service Delivery

CMEPP must receive the right product, at the right time, in the right place

### 3.5 Process Standardization

CMEPP should adopt standardized processes to remove inefficiencies and create a level playing field.

## 4.0 DEFINITIONS:

“Goods and services” means any goods, construction, and services, including but not limited to IT and consulting services;

“Members of an Organization” means all trustees, members of the board of directors, senior executives, and personnel of CMEPP;

“Supply Chain Activities” means all activities directly or indirectly related to CMEPP’s planning, sourcing, procurement, moving, and payment processes.

“Accountability” means the obligation of an employee, agent or other person to answer for or be accountable for, work, action or failure to act following delegated authority.

“Agreement” means the formal written document that will be entered into at the end of the procurement process.

“Approval Authority” means the authority delegated by CMEPP to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan--to-pay cycle up to specified dollar limits subject to the applicable legislation, regulations and procedures in effect at such time.

“Award” means the notification to a proponent of acceptance of a proposal, quotation or tender that brings a contract into existence.

“Bid” means a proposal, quotation or tender submitted in response to a solicitation from a contracting authority. A bid covers the response to any of the three principal methods of soliciting bids, i.e., Request for Proposal, Request for Tender and Request for Quotation.

“Bid Protest” means a dispute raised against the methods employed or decisions made by a contracting authority in the administration of a proposal, tender, or quotation process.

“Capital Fund Reserve” means mandatory reserve for all Participants that provides a separate source of funds to be used for capital improvement projects that will benefit the CMEPP program and CMEPP stakeholder value.

“Competitive Procurement” means a set of procedures for developing a procurement contract through a bidding or proposal process. The intent is to solicit fair, impartial, competitive bids.

“Conflict of Interest” means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional’s judgment is likely to be compromised.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

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

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

“Contract” means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.

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

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

“Evaluation Criteria” means a benchmark, standard or yardstick against which accomplishment, conformance, performance and suitability of an individual, alternative, activity, product or plan is measured to select the best supplier through a competitive process. Criteria may be qualitative or quantitative in nature.

“Evaluation Matrix” means a tool allowing the evaluation team to rate supplier proposals based on multiple pre-defined evaluation criteria.

“Evaluation Team” means a group of individuals designated/responsible to make award recommendation. The evaluation team would typically include representatives from the Organization and subject matter expert(s). Each member participates to provide business, legal, technical and financial input.

“Goods” means moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property) including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract.

“Goods and Services/Goods or Services” means all goods and/or services including construction, consulting services and information technology.

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

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

“Invitational Competitive Procurement” means any form of requesting a minimum of three (3) qualified suppliers to submit a written proposal in response to the defined requirements outlined by an individual/organization.

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

“Offer” means a promise or a proposal made by one party to another, intending the same to create a legal relationship upon the acceptance of the offer by the other party.

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

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

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

“Purchase Order” means a written offer made by a purchaser to a supplier formally stating the terms and conditions of a proposed transaction.

“Request for Expressions of Interest” or “RFEI” means a document used to gather information on supplier interest in an opportunity or information on supplier capabilities/qualifications. This mechanism may be used when a BPS organization wishes to gain a better understanding of the capacity of the supplier community to provide the services or solutions needed. A response to a

RFEI must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent on any subsequent opportunity.

“Request for Information” or “RFI” means a document issued to potential suppliers to gather general supplier, service or product information. It is a procurement procedure whereby suppliers are provided with a general or preliminary description of a problem or need and are requested to provide information or advice about how to better define the problem or need, or alternative solutions. A response to an RFI must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent on any subsequent opportunity.

“Request for Proposal” or “RFP” means a document used to request suppliers to supply solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.

“Request for Supplier Qualifications” or “RFSQ” means a document used to gather information on supplier capabilities and qualifications, with the intention of creating a list of pre-qualified suppliers. This mechanism may be used either to identify qualified candidates in advance of expected future competitions or to narrow the field for an immediate need. Organizations must ensure that the terms and conditions built into the RFSQ contain specific language that disclaims any obligation on the part of the Organization to call on any supplier to provide goods or services as a result of the pre-qualification.

“Request for Tender” or “RFT”, a competitive procurement process for obtaining competitive price proposals based on precisely defined requirements for which a clear or single solution exists.

“Requisition” means a formal request to obtain goods or services, made within an organization, generally from the end-user to the procurement department.

“Segregation of Duties” means a method of process control to manage conflict of interest, the appearance of conflict of interest, and errors or fraud. It restricts the amount of power held by any one individual. It puts a barrier in place to prevent errors or fraud that may be perpetrated by one individual.

“Services” means intangible products that do not have a physical presence. No transfer of possession or ownership takes place when services are sold, and they (1) cannot be stored or transported, (2) are instantly perishable, and (3) come into existence at the time they are bought and consumed.

“Single Sourcing” means the procurement of a good or service from a particular vendor rather than through the solicitation of bids from other vendors who can provide the same item.

“Sole Sourcing” means the procurement of a good or service that is unique to a particular vendor and cannot be obtained from another source.

“Sub Contractor” - An individual or organization delegating specified tasks, or sub-projects, of a specific project for another organization through contractual agreements.

“Supplier/Vendor” means any person or organization that, based on an assessment of that person’s or organization’s financial, technical and commercial capacity, is capable of fulfilling the requirements of procurement.

“Supply Chain Activities” means all activities whether directly or indirectly related to organizational plan, source, procure, move, and pay processes.

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

## 5.0 EXEMPTIONS, EXCEPTIONS, AND NON-APPLICATIONS UNDER TRADE AGREEMENTS:

Where an exemption, exception, or non-application clause exists under the Canadian Free Trade Agreement (CFTA) or other trade agreement, CMEPP may apply this clause when conducting a procurement.

If CMEPP wishes to assert that a procurement is subject to an exemption, exception, or non-application clause under a trade agreement, that fact and its rationale must be formally documented.

## 6.0 VALUE OF PROCUREMENT:

When determining the value of procurement for approval purposes as outlined in this Policy, CMEPP should not take into consideration applicable sales taxes.

CMEPP must not subdivide projects, procurements or agreements to avoid any requirements of this and other applicable procurement-related trade agreements regarding competition, approvals or reporting.

## 7.0 MANDATORY PROCUREMENT POLICIES AND PROCEDURES:

### 7.1 Mandatory Requirement #1: Segregation of Duties

CMEPP policy, A-001 Segregation of Duties and Approval Authority Schedule outlines the responsibilities for each of the five functional procurement roles: Requisition, Budgeting, Commitment, Receipt and Payment.

### 7.2 Mandatory Requirement #2: Approval Authority

CMEPP policy, A-001 Segregation of Duties and Approval Authority Schedule outlines the approval authority schedule (AAS) for procurement of goods and non-consulting services and that for consulting services.

#### 7.2.1 Goods and non-consulting services

The AAS for procurement of goods and non-consulting services is as follows;

Total Procurement Value (TPV)	Delegated Purchasing Authority Level	
	New Procurements	Amendments to prior procurements
\$0 up to \$250,000	Any two of CEO, Director or Controller	Any two of CEO, CMEPP Director, or Controller
\$250,001 up to and including \$500,000	CEO any one of Board of Directors	Any two of CEO, CMEPP Director, or Controller

\$500,001 or more	Any two of Board of Directors	<ul style="list-style-type: none"> <li>i. Approval of TPV that is &gt;\$250,000 than prior approved amount by any two board members: any two of Board of Directors</li> <li>ii. Approval of TPV change less than \$250,000, including decreases in TPV: Any two of CEO, CMEPP Director, or Controller</li> </ul>
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- i. Amendments to prior procurements which increase the Total Procurement Value into a higher Tier require 'New Procurement' authorization of the higher indicated level as per the chart above.

### 7.3 High Value Estimate Approvals

Service Authorization of routine services are linked to an Agreement and/or Purchase Order approved in alignment with section 2.3 above. The following chart applies to high value estimates which, pursuant to the PO or Agreement, require written authorization pursuant to a Service Quote.

Estimate Value*	Delegated Commitment Authority Level
\$0 up to \$50,000	<u>Any one of Senior Manager Operations, Lead - Proposals and Reporting, CMEPP Director, Controller or CEO</u>
\$50,001-\$100,000	<u>Any one of CMEPP Director, Controller or CEO</u>
\$100,001 or greater	Any two of CEO, CMEPP Director, or Controller

\*Estimate Value is the total estimated cost (including parts, labour, and travel but excluding applicable tax)

#### Capital Fund Reserve, Article 3, section 3.5B, Participant Master Agreement

With reference to Policy A-1-010, Revision No: 01, Long Term Stabilization and Capital Reserve Policy, a Capital Fund reserve exists for all Participants and provides a separate source of funds to be used for capital improvement projects that will benefit the CMEPP program and CMEPP stakeholder value.

Prior to commencement, any procurement from the CFR must be approved by an appropriate authority as per the policy referenced above.

Total Procurement CFR Value	Delegated Purchasing Authority Level
\$0 up to \$100,000	CEO and Controller
\$100,001 or more	CEO and Board of Directors



### 1.1.1 Consulting Services

Any procurement of consulting services must be approved in accordance with the AAS prior to commencement as follows;

Procurement Approval Authority Schedule (AAS) for Consulting Services		
Procurement Method	Procurement Value	Approval Authority
Invitational Competitive	\$0 up to but not including \$100,000	CEO and CMEPP Director
Open Competitive	Any value	CEO and CMEPP Director
Non-competitive (exemption based only)	\$0 up to but not including \$100,000	CEO and CMEPP Director

All goods and non consulting services of \$100,000 or greater and all consulting services that go through a non competitive process must be approved by organizations CEO prior to commencement of procurement.

Organizations must not reduce the overall value of procurement (e.g., dividing a single procurement into multiple procurements) in order to circumvent the approval requirements of the organizational AAS or the Procurement AAS for Consulting Services.

### 1.2 Mandatory Requirement #3: Competitive Procurement Thresholds

Organizations must conduct an open competitive procurement process where the estimated value of procurement of goods or services is \$100,000 or more. The exemptions must be in accordance with the applicable trade agreements.

Organizations must competitively procure consulting services irrespective of value. The exemptions must be in accordance with the applicable trade agreements.

Goods, Non-Consulting Services and Construction		
Total Procurement Value	Means of Procurement	Recommended/ Required
\$0 up to but not including \$25,000	One written quote	Recommended
\$25,000 up to but not including \$100,000	Invitational competitive procurement (minimum of three suppliers are invited to submit a bid)	Required
\$100,000 or more	Open competitive process	Required
Consulting Services		
Total Procurement Value	Means of Procurement	Recommended/ Required
\$0 up to but not including \$100,000	Invitational or open competitive process	Required
\$100,000 or more	Open competitive process	Required

CMEPP personnel must not reduce the overall value of procurement (e.g., dividing a single procurement into multiple procurements) in order to circumvent competitive procurement thresholds.

### 1.3 Mandatory Requirement #4: Information Gathering



Where results of informal supplier or product research are insufficient, formal processes such as a Request for Information (RFI) or Request for Expression of Interest (RFEI) may be used if warranted, taking into consideration the time and effort required to conduct them.

A response to RFI or RFEI must not be used to pre-qualify a potential supplier and must not influence the chances of the participating suppliers from becoming the successful proponent in any subsequent opportunity.

#### 1.4 Mandatory Requirement #5: Supplier Pre-Qualification

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

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

#### 1.5 Mandatory Requirement #6: Posting Competitive Procurement Documents

Calls for open competitive procurements must be made through an electronic tendering system that is readily accessible by all Canadian suppliers. CMEPP utilizes Biddingo or equivalent.

#### 1.6 Mandatory Requirement #7: Timelines for Posting Competitive Procurements

CMEPP must provide suppliers a minimum response time of 15 calendar days for procurement of goods and services valued at \$100,000 or more.

CMEPP must consider providing suppliers a minimum response time of 30 calendar days for procurements of high complexity, risk, and/or dollar value. CMEPP strives to provide 20 working days on all open competitive processes.

#### 1.7 Mandatory Requirement #8: Bid Receipt

Bid submission date and closing time must be clearly stated in competitive procurement documents. The closing date of a competitive procurement process must be set on a normal working day (Monday to Friday, excluding provincial and national holidays).

Submissions that are delivered after the closing time must be returned unopened.

#### 1.8 Mandatory Requirement #9: Evaluation Criteria

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

Competitive procurement documents must clearly outline mandatory, rated, and other criteria that will be used to evaluate submissions, including weight of each criterion.

Mandatory criteria (e.g., technical standards) should be kept to a minimum to ensure that no bid is unnecessarily disqualified.

Maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.

All criteria must comply with Section 7.2.14, Non-discrimination (below).

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

CMEPP may request suppliers to provide alternative strategies or solutions as a part of their submission. CMEPP must establish criteria to evaluate alternative strategies or solutions prior to commencement of the competitive procurement process. Alternative strategies or solutions must not be considered unless they are explicitly requested in the competitive procurement documents.

- 1.9 Mandatory Requirement #10: Evaluation Process Disclosure  
Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving tie score.
- Competitive procurement documents must state that submissions that do not meet the mandatory criteria will be disqualified.
- 1.10 Mandatory Requirement #11: Evaluation Team  
Competitive procurement processes require an evaluation team responsible for reviewing and rating the compliant bids.
- Evaluation team members must be made aware of the restrictions related to utilization and distribution of confidential and commercially sensitive information collected through the competitive procurement process and refrain from engaging in activities that may create or appear to create a conflict of interest.
- Evaluation team members must sign a conflict-of-interest declaration and non-disclosure of confidential information agreement.
- 1.11 Mandatory Requirement #12: Evaluation Matrix  
Each evaluation team member must complete an evaluation matrix, rating each of the submissions. Records of evaluation scores must be retained for audit purposes.
- Evaluators must ensure that everything they say or write about submissions is fair, factual, and fully defensible.
- 1.12 Mandatory Requirement #13: Winning Bid  
The submission that receives the highest evaluation score and meets all mandatory requirements set out in the competitive procurement document must be declared the winning bid.
- 1.13 Mandatory Requirement #14: Non-Discrimination  
CMEPP must not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.
- 1.14 Mandatory Requirement #15: Executing the Contract  
Any agreement with the successful proponent must be formally defined in a signed written contract before the provision of supplying goods or services commences. Where an immediate need exists for goods or services, and CMEPP and the supplier are unable to finalize the contract as described above, an interim purchase order may be used. The justification of such decision must be documented and approved by the appropriate authority.
- 1.15 Mandatory Requirement #16: Establishing the Contract  
The contract must be finalized using the form of agreement that was released with the procurement documents.
- In circumstances where an alternative procurement strategy has been used (i.e., a form of agreement was not released with the procurement document), the agreement between with the successful supplier must be defined formally in a signed written contract before the provision of supplying goods or services commences.
- 1.16 Mandatory Requirement #17: Termination Clauses  
All contracts must include appropriate cancellation or termination clauses. CMEPP should seek legal advice on the development of such clauses.
- When conducting complex procurements, organizations should consider, as appropriate, the use of contract clauses that permit cancellation or termination at critical project life-cycle stages.
- 1.17 Mandatory Requirement #18: Term of Agreement Modifications

The term of the agreement and any options to extend the agreement must be set out in the competitive procurement documents. An approval by an appropriate authority must be obtained before executing any modifications to the term of agreement.

Extending the term of agreement beyond that set out in the competitive procurement document amounts to non-competitive procurement where the extension affects the value and/or stated deliverables of procurement.

1.18 Mandatory Requirement #19: Contract Award Notification

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

1.19 Mandatory Requirement #20: Supplier Debriefing

For procurements valued at \$100,000 or more, CMEPP must inform all unsuccessful suppliers about their entitlement to a debriefing. Any disputes will be managed in accordance with CMEPP policy A-009, Bid Dispute Resolution.

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

1.20 Mandatory Requirement #21: Non-Competitive Procurement

CMEPP will generally seek to employ a competitive procurement process to achieve optimum value for money. It is recognized, however, that special circumstances may require CMEPP to use non-competitive procurement.

CMEPP may utilize a non-competitive procurement only in situations outlined in the exemption, exception, or non-application clauses of the AIT or other trade agreements.

Prior to commencement of non-competitive procurement, supporting documentation must be completed and approved by an appropriate authority, namely the CEO, and/or the DPO and/or the DOSR. (Utilize Single/Sole Source approval form).

CMEPP must create and retain written documentation to justify any exceptions to competitive procurement practice. (Refer to Appendix II attached - list of exceptions Agreement on Internal Trade.)

With each use of non-competitive procurement process, including sole sourcing and single sourcing, written documentation must address all of the following matters:

- The rationale to support the exception
- A description of the circumstances;
- A description of the requirements and the required timing; and
- The alternatives considered and the criteria used to evaluate the alternatives

1.21 Mandatory Requirement #22: Contract Management

Procurements and the resulting contracts must be managed responsibly and effectively.

Payments must be made in accordance with provisions of the contract. All invoices must contain detailed information sufficient to warrant payment. Any overpayments must be recovered in a timely manner.

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

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

For services, CMEPP must:

- Establish clear terms of reference for the assignment. The terms should include objectives, background, scope, constraints, staff responsibilities, tangible deliverables, timing, progress reporting, approval requirements, and knowledge transfer requirements.
- CMEPP Policy, A-005 Travel and Expense, outlines expense claim and reimbursement rules for contractors and requires that all expenses are claimed and reimbursed in accordance with these rules.
- Ensure that expenses are claimed and reimbursed only where the contract explicitly provides for reimbursement of expenses

**1.22 Mandatory Requirement #23: Procurement Records Retention**

For reporting and auditing purposes, all procurement documentation, as well as any other pertinent information must be retained in a recoverable form for a period of seven years as detailed in CMEPP policy A-004 Records Retention.

The policy also outlines requirements for handling, storing and maintaining the suppliers' confidential and commercially sensitive information.

**1.23 Mandatory Requirement #24: Conflict of Interest**

CMEPP must monitor any conflict of interest that may arise as a result of the Members' of the Organization, advisors', external consultants', or suppliers' involvement with the Supply Chain Activities. Individuals involved with the Supply Chain Activities must declare actual or potential conflicts of interest. Where a conflict of interest arises, it must be evaluated and an appropriate mitigating action must be taken.

**1.24 Mandatory Requirement #25: Bid Dispute Resolution**

CMEPP policy A-009, Bid Dispute Resolution outlines bid dispute resolution procedures to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion. The policy complies with bid protest or dispute resolution procedures set out in the applicable trade agreements.

## **2.0 OTHER RELATED REQUIREMENTS:**

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

Procurements may also be subject to various Canadian trade agreements (e.g., the Agreement on Internal Trade (AIT) and similar provincial trade agreements.

## **3.0 OTHER RELATED POLICIES:**

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

Organizations may also be subject to various trade agreements, including but not limited to the Agreement on Internal Trade (AIT) and the Ontario–Quebec Trade and Cooperation Agreement (Ontario–Quebec Agreement).