

PROCUREMENT POLICY

PURPOSE

Brock University is committed to obtaining the best value for the total acquisition cost of all goods and services purchased. To facilitate and encourage the timely purchase of goods and services, and to ensure its commitment to accountability, transparency, efficiency and equity, the University has adopted the following procurement policy. This policy also ensures that Brock University is compliant with the Ontario Broader Public Sector Procurement Directive and meets the requirements of the Canadian Free Trade Agreement (CFTA), Comprehensive Economic Trade Agreement (CETA) and other relevant trade agreements.

This Policy establishes the authority of officers and employees to authorize and execute transactions with respect to supply chain related activities. It is designed to ensure current legislative requirements are met and an appropriate level of control and accountability with respect to supply chain related activities.

This Policy acknowledges that it is the role of the officers and employees of the University to implement the Board of Trustees' decisions. The ethical, efficient and accountable management of supply-chain related activities within the organization and the need to respond to various supply-chain related issues in a timely fashion makes it appropriate for the Board to delegate certain administrative powers and duties to officers and employees of the University subject to oversight by Procurement Services.

As it relates to University purchases, The Board has ultimate authority at all times. In the event of a conflict between the terms of this Policy and a specific resolution of the Board, the resolution of the Board prevails.

SCOPE

This Policy applies to all employees of the University and the Board of Trustees.

This Policy Applies to all acquisitions of goods and services for University activities by University employees and the Board of Trustees.

Consistency and Contradictions

Where there may be apparent contradictions between this policy and other legal requirements to which the University is subject, every effort should be made to interpret both this Policy and the other requirement in a consistent and harmonious manner.

If any provision of this Policy is found to be inconsistent with the provisions of a collective agreement, the collective agreement will prevail, unless the Policy provision is required by law, in which case the Policy provision will prevail.

Where funding for a purchase is provided by a funding agency, a more stringent set of approval requirements may be used at the discretion of the funding agency. If the funding agency approval requirements are more stringent than this Policy, the funding agency requirements will prevail.

The provisions of this Policy apply only to the extent that such provisions (or any one of them) are not prohibited by law including directives received from the Province of Ontario. If any provision in this Policy is held to be invalid, void or unenforceable by a court, arbitrator or government agency, then the remainder of the Policy, as the case may be, shall not be affected, impaired or invalidated, and all provisions not invalidated, voided or rendered unenforceable shall be valid and enforceable.

POLICY STATEMENT

1. General

- 1.1. All purchases of goods and services by University employees and the Board of Trustees must comply with:
 - 1.1.1. the requirements of this Policy, including all appendices to this Policy,
 - 1.1.2. all applicable laws, including the Brock University Act; and
 - 1.1.3. any other applicable University policies and collective agreements.
- 1.2. A University employee may not purchase goods or services unless:
 - 1.2.1. The goods or services are within or related to the employee's specific area of responsibility; and
 - 1.2.2. The purchase is within the Ordinary Course of Business.
- 1.3. Any purchase which is outside the Ordinary Course of Business must be approved by the signing officers set out in Section 1 of the Delegation of Authority Policy.

2. Purchasing Approvals and Processes

- 2.1. All purchases of goods and services must comply with the approval requirements, purchase methods and competitive bid processes set out in Appendix B - Purchasing Approvals and Methods.
- 2.2. All purchases of goods and services listed in Appendix A - Exempt Expenditures are exempt from the requirement to follow a competitive bid process but must comply with all other provisions of this Policy.

3. Responsibilities and Authorities

- 3.1. The President and Vice-Presidents shall have all the necessary authority to administer this Policy and to carry out their duties on behalf of the University.
- 3.2. Procurement Services is responsible to and shall have the authority to:
 - 3.2.1. acquire and dispose of goods and services;
 - 3.2.2. call, receive, open and review bids;
 - 3.2.3. authorize, amend, or cancel a purchase order;
 - 3.2.4. establish procedures for the implementation of this Policy;
 - 3.2.5. establish standards for bid solicitation, purchase orders, contracts and other documents required to manage supply chain related activities;
 - 3.2.6. establish the terms and conditions of bid solicitations;
 - 3.2.7. provide guidelines on procurement policies and procedures and the structure, format and general content of bid solicitations;
 - 3.2.8. review proposed bid solicitations to ensure clarity, reasonableness and quality and advise staff of suggested improvements;
 - 3.2.9. ensure open, fair and impartial purchasing processes for goods and services, as outlined in the Procurement Procedures document ;
 - 3.2.10. ensure compliance with this Policy and advise the President or Vice-Presidents , when there has been non- compliance. The President or Vice- President shall take appropriate action to address and correct any non-compliance;
 - 3.2.11. facilitate negotiations with preferred vendor agreements in conjunction with units and to utilize collaborative buying programs with other organizations where feasible;
 - 3.2.12. promote the standardization of goods and services, where such standardization demonstrably supports the Purpose and Scope of this Policy;
 - 3.2.13. incorporate where appropriate, accessibility criteria and features when procuring goods, services or facilities in order to create and maintain an accessible university community as required under the Accessibility for Ontarians with Disabilities Act (the “AODA”).
 - 3.2.14. Advocate for sustainable solutions, including the consideration of environmentally friendly criteria, total life cycle costs, and community impact;
- 3.3. The Director of Procurement Services, with the written approval of the Vice-President, Administration and Associate Vice President, Finance, may delegate to an employee or employees, all or part of the authority in Subsection 3.2 above. Any delegated authority may be limited to a particular type of goods and services.

- 3.4. Senior Administrative Council Members shall appoint in writing, Department Representatives who shall be responsible for the Purchasing of goods and/or services and oversight up to the value of their prescribed authority in accordance with Section 3.5
- 3.5. Department Representatives will also have the following specific responsibilities:
 - 3.5.1. ensuring that all Document terms and conditions comply with the Bid Solicitation;
 - 3.5.2. preparing and approving all specifications and terms of reference in consultation with Procurement Services;
 - 3.5.3. managing Documents to ensure goods and services are received by the University and comply with Document terms and conditions;
 - 3.5.4. monitoring all Document expenditures and ensuring that all financial limitations have been complied with and that all accounts are paid within the times set out in the Documents;
 - 3.5.5. monitoring the performance of Suppliers;
 - 3.5.6. standardizing the use of goods and services, where such standardization demonstrably supports the Purpose and Scope of this Policy; and
 - 3.5.7. ensuring that all goods and services purchased have been received and recording receipt in the form prescribed by Procurement Services.

4. Requirement for Approved Funds

- 4.1. Authority to execute a Document is subject to the identification and availability of sufficient funds in appropriate accounts within the Budget.
- 4.2. Where goods and services are purchased or leased on a multi-year basis, the exercise of authority to execute a Document is subject to the following:
 - 4.2.1. the identification and availability of sufficient funds in appropriate accounts for the current year within the Budget;
 - 4.2.2. the goods and services will continue to be required in subsequent years and, in the opinion of the Chief Financial Officer, the required funding can reasonably be expected to be made available; and
 - 4.2.3. the contract is 5 years or less in length, excluding optional extensions, unless
 - a) authorized by the Board;
 - b) the University has a contractual right to terminate the Commitment or executed Document exercisable within the first five years of the Document's term; or
 - c) the Commitment or Executed Document does not involve the expenditure of University funds or restrict the University's ability to enter into future contracts or activities

5. Purchasing Documentation

- 5.1. The use of standard bid Documents shall be approved by Procurement Services.
- 5.2. All changes to standard bid solicitations and contracts shall be reviewed and approved by the Director of Procurement Services.
- 5.3. Before issuance, all Bid Solicitations that consider non-price factors as evaluation criteria shall be reviewed and approved by Procurement Services.

6. Sustainable and Ethical Procurement

- 6.1. Decisions regarding purchasing and the award of contracts will be made in an objective manner that takes into account that:
 - 6.1.1. The University has a preference for environmentally friendly and socially responsible products and practices.
 - 6.1.2. The University values partnerships with vendors and suppliers who are able to help create jobs and further economic development for economically and socially disadvantaged groups.
 - 6.1.3. Cooperative/collaborative purchasing of goods and services with other organizations who share similar objectives and values are welcome.
- 6.2. In making decisions on the purchase of goods and services, the University should consider:
 - 6.2.1. life-cycle cost;
 - 6.2.2. environmental impact, including the use of reusable or recycled goods, energy consumption in production and distribution and end of life disposal programs; diverse vendors;
 - 6.2.3. social factors, including the policies or practices of any supplier that affect freedom of association, payment of a living wage, non-discrimination on grounds protected by the Ontario Human Right Code, freedom from intimidation and the right to a safe and healthy working environment and the right to freely choose employment, regardless of whether or not that supplier is located inside or outside Ontario.
- 6.3. The University will also take steps to maintain its recognition as a national designated “Fair Trade Campus”.

7. Conflict of Interest

7.1. University Employees, Officers and Representatives

A signing officer or employee shall not participate in any aspect of purchasing or contract execution where they are in a Conflict of Interest as defined in “Definitions”, or have knowledge of circumstances that could give rise to a Conflict of Interest (including an apparent or potential Conflict of Interest),

and steps have not been taken by Procurement Services to mitigate the real or potential Conflict of Interest to General Counsel's satisfaction.

Where an employee believes they may be in a Conflict of Interest regarding a purchasing matter, they must report the matter to the Procurement Services. Procurement Services will decide on the measures to be used to manage the Conflict of Interest, which may include the employee's recusal from any debate or decision-making touching on the purchasing matter.

If in doubt about whether a particular circumstance gives rise to a Conflict of Interest, the employee should follow the Conflict of Interest process set out in the Conflict of Interest Policy.

Board members, signing officers and employees of the University shall not accept, either directly or indirectly, any gifts, benefits, or favours from any potential or existing supplier of goods and services unless:

- a. The gift, benefit or favour is of token or modest value;
- b. It is within the normal standards of courtesy and hospitality;
- c. It does not compromise or appear to compromise in any way the impartiality of the University, the employee or the Board member; and,
- d. The gift, benefit, or favour is infrequent.

Gifts, benefits and favours of any value must not be accepted from suppliers or potential suppliers while a Bid Solicitation (in which that supplier or potential supplier is participating or may be participating) is open.

Procurement Services will not facilitate nor should a Board Member, officer, or employee of the University purchase any goods or services for personal use using University resources.

Procurement Services exists to support Board Members, officers and employees in the procurement of goods and services that are in the Board Members', officers' or employees' normal course of University business.

Prices obtained from suppliers are intended for University use only. Pricing information shall not be divulged to non-University personnel or to competitive suppliers except as authorized by law or ordered by a competent court or tribunal.

7.2. Conflict of Interest Proponents

At the time of bid submission, Proponents shall be required to identify and declare any Conflict of Interest they may have, as defined in "Definitions",

including any circumstance giving rise or having the potential to give rise to an unfair advantage or the appearance of an unfair advantage.

Proponents declaring a Conflict of Interest must provide a plan for managing the Conflict of Interest to the satisfaction of Procurement Services. Criteria identified in the University's Conflict of Interest Policy and Procurement Procedures may be applied to ensure mitigation is satisfactory.

As part of their bid submission, Proponents must acknowledge that it is within the University's sole and unfettered discretion to determine whether a Conflict of Interest exists and whether the Conflict of Interest can be managed satisfactorily. In the event the Proponent's plan for managing the Conflict of Interest is not satisfactory to the University, the University may disqualify the Proponent from the Bid Solicitation.

DEFINITIONS

(a) In this Policy,

“Administrative Powers” means all actions which may be taken by the Board and Committees, individual members of the Board, and all Brock officers and employees, which are necessary or appropriate for the effective management of the University in the performance of its responsibilities, including the procurement and disposal of goods, services and property for the purposes of the University;

“Amount” and **“Amounts”** means the cost of the purchase over the term of the contract/agreement, in Canadian dollars, and are exclusive of any applicable taxes;

“Approver” means Immediate Supervisor (eg.. “Dean” or an individual who holds a position above the Immediate Supervisor in the University organization chart or an individual to whom the Immediate Supervisor delegates (eg. Associate Deans or Faculty Finance Managers).

“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., Invitation to Tender; Request for Proposal and Request for Quotation;

“Bid Solicitation” means any competitive procurement (purchasing) process authorized by this Policy and consistent with the Broader Public Sector Procurement Directive and includes:

- i. **“Invitation to Tender” (ITT)** means a purchasing process in which suppliers are invited to submit bids and the bids are compared on the basis of price and delivery and where contract award may be determined on the basis of

lowest-priced bid that meets all of the University's requirements, subject to the University's discretion.

- ii. **“Request for Quotation” (RFQ)** means a purchasing process in which suppliers are asked to provide a quote for the provision of a good or service. It is used where the contract requirements are well defined such that bids may be evaluated and compared on the basis of price and delivery, and where contract award may be determined on the basis of lowest-priced bid that meets all of the University's requirements, subject to the University's discretion. It may involve a public call for quotes or may be part of an invitation-only process; and,
- iii. **“Request for Proposal” (RFP)** means a purchasing process in which suppliers are invited to propose a solution to a problem, requirement or objective and supplier selection is based on the effectiveness of the proposed solution rather than on price as the primary consideration, and may permit negotiation between the University and one or more bidders about certain aspects of the request.

“Board” means the Board of Trustees of the University; **“Budget”** means the budget or portion of the budget approved by the Board;

“CETA” mean Canada European Union Comprehensive Economic and Trade Agreement;

“CFTA” means Canadian Free Trade Agreement;

“Committee” means the appropriate committee of the Board of Trustees;

“Commitment” means any verbal commitment, written or oral, or undertaking which could have the effect, if implemented or acted upon, of legally binding the University;

“Conflict of Interest” means:

- i. In the case of persons covered by the University's Conflict of Interest Policy, as updated from time to time, any real, apparent or potential conflict as defined in the Conflict of Interest Policy; and,
- ii. In the case of a Proponent:
 - a) If interests of the Proponent or its principals, employees, subcontractors or representatives could improperly influence, or could reasonably appear to improperly influence, the University's decision to award a proposed contract or the Proponent's performance of duties and responsibilities to the University under a proposed contract;
 - b) If the Proponent, any of its subcontractors, any of their respective employees or former employees or representatives were involved in any

manner in the preparation of the Bid Solicitation or in any situation of Conflict of Interest; or

- c) If the Proponent, any of its subcontractors, any of their respective employees or former employees had or have access to information related to the Bid Solicitation that was not available to other bidders and that would, in the University's opinion, give or appear to give the Proponent an unfair advantage.

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

“Document” or “Documents” means any written instrument whether on paper or in electronic form including, any contract, contract amendment, agreement, deed, purchase order, change order, memorandum, letter of intent, application, release, waiver or acknowledgement which, when executed, will have or is intended to have the effect of causing the University to be bound in a legally enforceable relationship with any other person but shall not include:

- i. any cheques, bank drafts, orders for payment of money, promissory notes, acceptances, bills of exchange, debentures and any similar instruments; and
- ii. correspondence, whether by letter or in electronic form, intended to convey information or clarify a position on a matter, but not intended to create a contract or agreement or Commitment between the University and any other person, whether or not a legally enforceable right or remedy is created thereby;

“Document Change” refers to a change to an executed document including a scope change.

“Execute” means to complete the formalities intended to give effect to a Document and may include any one or more of the following formalities as may be required in the circumstances:

- i. signing the Document;
- ii. causing the seal of the University to be affixed to the Document; and
- iii. causing delivery of the Document to be made to the other parties to the document

“Including” and “includes” when used herein means “including without limitation” and “includes without limitation”;

“Invitational Competitive” means any competitive procurement process where a minimum of two (2) or three (3) suppliers as set out in the Competitive Procurement

Requirements of Appendix B - Purchasing Approvals and Methods are invited to submit a proposal or bid in response to the defined requirements outlined by the University;

“Non Competitive” means any procurement process where the number of suppliers invited to provide a proposal or bid in response to the defined requirements outlined by the University is less than the minimum required set out in the Competitive Procurement Requirements of Appendix B - Purchasing Approvals and Methods;

“Ontario Business” means a business that meets the following requirements is considered to be an Ontario business:

- i. The business is a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario.
- ii. The business either,
 - a) has its headquarters or main office in Ontario, or
 - b) has at least 250 full-time employees in Ontario at the time of the applicable procurement process.

“Open Competitive” means a competitive procurement process published on an electronic tendering system that is readily accessible by all suppliers, or conducting a second stage selection process from an approved Vendor of Record source (e.g. OEM, MPBSD, etc.) Where trade treaty thresholds are invoked, assurance that the source adhered to the applicable trade obligations is required and the second stage selection process is outline in the Procurement Procedures document;

“Ordinary course of business” means actions that occur routinely and are frequently and consistent with the University’s strategic plan. Factors that might indicate that the current or proposed transaction is not occurring in the ordinary course include, but are not limited to:

- i. the University has not undertaken the same or similar transaction in the past;
- ii. the current or proposed transaction is undertaken in a jurisdiction in which the University has not previously carried on its business;
- iii. the size of the transaction is not consistent with those of similar transactions undertaken before; and
- iv. the risks associated with the transaction differ materially from other similar transactions.

“Proponent” means a corporation, partnership, individual, sole proprietorship or other entity seeking to enter into a contractual relationship with the University, in

exchange for payment, but does not include individuals seeking to enter into an employment relationship with the University;

“Procurement Value” means the total anticipated financial spend or outlay (excluding taxes) over the life of the commitment, including optional renewal periods, if applicable;

“Requisitioner” means the University employee seeking to make a purchase on behalf of the University;

“Special Drawing Rights (SDR)” means an international reserve asset, created by the International Monetary Fund in 1969 to supplement its member countries’ official reserves. The value of the SDR is based on a basket of five major currencies—the US dollar, the euro, the Chinese renminbi (RMB), the Japanese yen, and the British pound sterling.

“Supply chain related activities” means all activities directly or indirectly related to the University’s planning, sourcing, procurement, transportation, and importing/exporting of goods, along with payment processes;

“Policy” means this policy including all appendices;

“Unit” means a Faculty, Department or other business unit of the University

“University” means Brock University.

(b) Any reference to a statute is to such statute and to the regulations made pursuant to it, as such statute and regulations may at any time be amended or modified and in effect, and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

COMPLIANCE AND REPORTING

The Senior Administrative Council Member of each unit is responsible for maintaining compliance with the Policy.

Employees have a duty to report clear violations of the Policy to their supervisor or to the President or Vice-Presidents directly or through the Safe Disclosure Policy.

Employees are also reminded that, to the extent that, such violations may constitute illegal or unethical behavior, they should also report the matter to Internal Audit.

In the cases of violations involving perceived or actual conflicts of interest, deliberate non-compliance, or other behaviour which an employee or signing officer has reason to believe may be illegal or contravenes the Ontario Broader Public Sector (BPS) Supply Chain Code of Ethics, the signing officer or employee should also report the matter to Internal Audit.

POLICY DETAILS

Policy Owner

Vice-President Administration

Administrative Responsibility

Associate Vice-President Finance

Policy Classification

Compliance and Governance

Approval

Approved by the Board on the recommendation of the Financial Planning and Investment Committee

Effective Date

March 2024

Next Review

March 2027

Revision History

Adopted Month Year: January 2014

Revised Month Year: March 2024, June 2018, June 2016 (Procurement Policy)

December 2013, June 2012, January 2004, February 2000, October 1994
(Purchasing Policy)

Related Documents

- Appendix A - Expenditures Exempt from Competitive Bid Requirements
- Appendix B - Purchasing Approvals and Methods
- Procurement Procedures All Board approved policies

Appendix A - Expenditures Exempt from Competitive Bid Requirements

The expenditures listed below:

- a) Are not subject to the competitive bid requirements set out in Appendix B (though services which are deemed Consulting shall be subject to the competitive bid requirements in Appendix B);
- b) Are subject to the purchasing approval requirements and methods set out in Appendix B.

Although the items in this schedule are exempt from the competitive bid requirements set out in Appendix B, a competitive process should be followed if practical. If the nature of the service required is ongoing, a contract management review should be performed annually and the decision to continue with the current source shall be reviewed at least every five years.

- 1. Petty cash replenishment;
- 2. Items covered by the Travel Meals and Hospitality Policy of the University;
- 3. Employer's general expenses
 - a. Payments for employment
 - b. Payroll deduction remittances
 - c. Professional association fees and licenses
 - d. Professional Development and Training (subject to CFTA requirements)
 - e. Debenture and/or mortgage and/or line of credit payments
 - f. Grants to organizations
 - g. Flow through research funding as a result of a multi-organization grant
 - h. Payments to institutions for joint program contributions
 - i. Payments to regulatory agencies, including tax remittances
 - j. Postage
- 4. Items purchased for resale (incl. Campus Store and satellite locations);
- 5. Professional and special services
 - a. Banking services and charges(including debt financing)
 - b. Professional health services
 - c. Fees for professional accounting, actuarial, tax, investment management, legal or other expert services
- 6. Specialized goods and services
 - a. Advertising (excluding marketing services)
 - b. Library collections and materials (i.e. books, periodicals, etc.), both electronic and non-electronic, administered by the University Librarian
 - c. Exhibits and art purchases

- d. Group Hospitality
 - e. University memberships
 - f. International Recruitment Services (subject to CFTA requirements)
 - g. Arena/Sports or other facilities rentals
7. Utilities
- a. Water and sewer, hydro, and gas
 - b. Communication infrastructure services
 - c. Utility relocations
8. Goods and services purchases through collaborative and consortium buyer agreements.
9. Purchase or Lease of Real Property

Appendix B - Purchasing Approvals and Methods

Definitions

“Approver” means a cost centre manager as recognized by Financial Services, or any individual who holds a position above the cost centre manager in the University’s organization chart.

An Approver may delegate authority to approve purchases to a delegate provided that:

- (a) the delegate is a University employee who is directly supervised by the Approver; and
- (b) the Approver remains accountable for all approvals granted to the delegate.

Approval Authority

Employees or Officers of the University identified below shall have the authority to approve the purchase of goods and services, up to the limits identified in the schedule below, including the approval of all procurement transactions in Workday.

Authority to Execute Documents

Employees or Officers of the University identified below as signing officers shall have the authority to Execute Documents for the purchase of goods and services, up to the limits identified in the schedule below, provided that:

- (a) the purchase complies with this Policy and the Delegation of Authority Policy;
- (b) any procurement for a multi-year commitment complies with Section 4 - Requirement for approved funds
- (c) the purchasing Document(s) have been reviewed by legal counsel, if required, as outlined in the Legal Review of Contracts Procedures.
- (d) The purchasing Document(s) have been reviewed by Procurement Services.

Goods, Services and Construction				
Total Procurement Value (before taxes)	Means of Procurement	Competitive Procurement Requirements	Approval Authority	*Signing Officers
<\$5,000 (Excludes Consulting)	Purchasing Card Purchase Order Executed agreement Cheque Requisition Supplier Invoice Request	Non-Competitive	Approver or delegate	Approver or delegate
\$5,000 to <\$25,000 (Excludes Consulting)	Purchasing Card Purchase Order Executed agreement Cheque Requisition Supplier Invoice Request Supplier Contract	Non-Competitive	Approver or delegate	Approver or delegate
\$25,000 to <\$75,000 (\$0 - \$75,000 for consulting services)	Purchase Order Executed agreement* Cheque Requisition^ Supplier Invoice Request^ Supplier Contract	Invitational Competitive (minimum of 2 suppliers) or Open Competitive	Approver + Senior Administrative Council Member responsible for the Unit + Controller	Approver or delegate + Senior Administrative Council Member responsible for the Unit
\$75,000 to <\$121,200	Purchase Order Executed agreement* Supplier Contract	Invitational Competitive (minimum of 3 suppliers) or Open Competitive	Approver + Senior Administrative Council Member responsible for the Unit + Controller + Chief Financial Officer	Senior Administrative Council Member responsible for the Unit + Vice-President or President
\$121,200 to <\$1,000,000	Purchase Order Executed agreement* Supplier Contract	Open Competitive	Approver + Senior Administrative Council Member responsible for the Unit + Controller + Chief Financial Officer + President	Vice-President + President

>= \$1,000,000	Purchase Order Executed agreement* Supplier Contract	Open Competitive	As above + Board Approval via Financial Planning & Investment and/or Human Resources and/or Capital Projects & Facilities Committees of the Board of Trustees	Vice-President + President
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* All Procurement agreements greater than \$25,000 must be reviewed by Procurement Services prior to being circulated to the appropriate Signing Officers for execution.

^ Where Supplier Contract (SPC) exists in Workday.

NOTES:

- Preference must be given to Ontario businesses for goods and services under the \$121,200 threshold, whenever an Ontario business exists. If non-Ontario businesses are invited to quote, preference to Ontario businesses must be given using strategies outlined in the Procurement Procedures document.
- Invitational bid solicitations must be awarded based on lowest total cost and availability unless non-price criteria for evaluation have been disclosed in accordance with competitive bid requirements outlined in the Procurement Procedures document. If non-price factors need to be considered, contact Procurement Services for assistance prior to issuing bid solicitation requests.
- Competitive Bid Requirements for Goods or Services greater [CETA competitive thresholds](#) must be in accordance with CETA bid solicitation publication method and extended posting time-periods, and must be limited to Ontario Trade Partners.
- Procurement of goods and/or services that require Purchase Orders (>or = \$25,000) may not be artificially partitioned into components costing less than \$25,000 to circumvent the competitive bidding requirement. Requisitions for the same goods/services from the same unit and/or same supplier within a short time period may be considered an artificial division of the purchase.

Policy Exceptions:

All exceptions to the Procurement Policy must be documented and approved on a Procurement Services Exception Certification Form. The rationale for whether a policy exception may be permitted is outlined in the Exception Certification Form. When there is doubt as to whether an exception is valid, Procurement Services may post an Advanced Contract Award Notice to ensure a fair and transparent process prior to awarding the contract. Policy exceptions must be approved by an authority outlined herein and the Director, Procurement Services or delegate prior to engaging the vendor.

Exceptions for Consulting Services must be approved by President. Exceptions for consulting services contracts that exceed \$1,000,000 must also be approved by the Board of Trustees.

Consulting Services

Prior to commencement, any procurement of Consulting services must be approved by Procurement Services regardless of dollar value. Procurement Services will assist in the determination as to whether the service is consulting or non-consulting.

Procurement of Chemicals

Chemicals for use in labs must be purchased through Science Stores in order to facilitate the tracking of lab chemicals through the Workday Inventory Module. If there is a requirement to order lab chemicals outside of Science Stores, it must be approved by the Office of Research Services.

Document Changes

Changes to a Document already approved by the approval authorities set out above must be approved as follows:

- (a) **Invoice variances of less than 10% of total cost of purchase and less than \$5000**
 - For variances between a purchase order and an invoice value where the variance is less than 10% and less than \$5,000, Procurement Services may approve the variance, even if the variance moves the total value of the goods or services purchased with the Document above the original approval authority's purchasing authority.
- (b) **Document changes with no financial impact / limited financial impact:** If the Document change has no financial impact or the financial impact does not increase the total cost above the signing authority of the original approval authority of the Document, the original approval authority of the Document can approve the change provided they have identified sufficient budget.
- (c) **Documents changes with cost increases beyond the signing authority of the original approval authority:** If the financial impact of the Document change increases the total cost above the signing authority of the original approval authority, the approval authority, as identified in the "Goods, services and construction" table in Appendix B, for the new amount will approve the change provided the approval authority has identified sufficient budget.