

<b>Category:</b>	Finance & Administration	<b>Number:</b>	4.02
<b>Responsibility:</b>	Vice-President, Finance & Administration	<b>Approval:</b>	Board of Trustees
<b>Approval date:</b>	June 22, 2016	<b>Issue date:</b>	January 1, 2014
<b>Next review:</b>	June 2018		

**Background**

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 purchasing policy.

**Purpose**

This Policy establishes the authority of officers and employees to authorize and execute transactions and otherwise bind the University 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 (the “Board’s”) 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.

The Board has ultimate authority in all matters 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.  
Sustainable and Ethical Procurement

Brock University will take social and environmental factors into consideration alongside financial factors in making decisions on the purchase of goods and services. Our purchasing decisions should, where practical, consider whole life cost and the implications for society and the environment.

Our ethical objective is to ensure that people in the supply chain are treated with respect and rights with regard to employment including the rights to freely choose employment, freedom of association, payment of a living wage, working hours that comply with national laws, equal opportunities, recognized employment relationship, freedom from intimidation and to a safe and healthy working environment. It is also our objective to maintain Brock University’s recognition as a national certified “Fair Trade Campus”.

**Scope**

This Policy applies to all employees of the University and the Board of Trustees. The application of this Policy is subject to the document being:

- a) in compliance with all laws of the Government of Canada and Province of Ontario or other legal jurisdictions the University operates, including the Brock University Act.
- b) in the ordinary course of business.
- c) relative to the employee's specific area of responsibility.
- d) in compliance with the University's other Policy and applicable collective agreements to which the University is party.

In the event that any provision of the Policy is found to be inconsistent with the provisions of a collective agreement, the collective agreement will prevail.

The University may not assert against any person dealing with the University that any such dealings are unenforceable against the University solely because any officer or employee has acted outside his or her authority, except where such person has or ought to have known, by virtue of the officer or employee's position, that the officer or employee lacks such authority. This is consistent with the "indoor management rule" of the Business Corporation Act.

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 responsible Funding Agency. In the event that the Funding Agency approval requirements are more stringent than this Policy, the responsible Funding Agency approval 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.

### **Conflict of Interest**

A Signing Officer or employee shall not authorize a document if there is a conflict of interest situation as defined in the Conflict of Interest Policy. In such cases the Signing Officer or employee must take the proposed transaction to their supervisor for approval.

Signing Officers and employees and Board Members of the University shall not accept, either directly or indirectly, from any potential or existing supplier of goods and services any gifts or favours unless they are reasonable and of small and non-influencing intrinsic value.

Procurement Services will not facilitate nor should a Signing Officer, employee or Board Member of the University purchase and expense any goods or services for personal use. Procurement Services exists to support Signing Officers, employees and Board Members in the procurement of goods and services that are in the Signing Officers, employees or Board Members normal course of university business.

In addition to the above, Signing Officers, employees and Board Members are reminded the Conflict of Interest Policy also applies.

### **Compliance**

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

Signing Officers have a duty to report clear violations of the Policy to their supervisor or to the Vice-President Finance & Administration. Signing Officers are also reminded that, to the extent that, in their view, such violations constitute illegal or unethical behavior, they should also report the matter to Internal Audit.

Employees (other than Signing Officers) are encouraged to report suspected improper activity through the Safe Disclosure Policy.

## Policy

### Definitions

1. (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 (taxes are to be in addition thereto);

“Approver” means Immediate Supervisor (i.e. “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 (i.e. Associate Deans or Budget Officers). If a Policy exception is requested, this would be the University President or a Vice-President;

“Board” means the Board of Trustees of the University;

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

“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;

“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 thereto; and

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

“Institution” means a University or other post-secondary educational entity other than Brock University;

“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.

“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 dealing with the Purchasing; and

“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.
- (c) Appendix “A” - “Exceptions to the Purchasing Policy” attached hereto forms part of this Policy.
- (d) Appendix “B” - “Authority and Manner of Execution” attached hereto forms part of this Policy.

#### **Exceptions to the Purchasing Policy**

- 2. The methods of supply chain management set out in Sections 11 to 37, shall not apply to the purchase of those goods and services outlined in Appendix “A” - Exceptions to the Purchasing Policy.
- 3. This Policy provides authority for the purchase of goods and services outlined in Appendix “A”.
- 4. Any Document necessary to complete the purchase of goods and services outlined in Appendix “A” shall be signed by the appropriate Signing Officer as set out in Appendix “B”.

#### **Responsibilities and Authorities**

- 5. (a) The Vice- President, Finance & Administration shall have all the necessary authority to administer this Policy and to carry out his or her duties on behalf of the University.
- (b) Procurement Services is responsible to and shall have the authority to:

- i. acquire and dispose of goods and services;
- ii. call, receive, open and review bids;
- iii. authorize, amend, or cancel a purchase order;
- iv. establish procedures for the implementation of this Policy;
- v. establish standards for bid solicitation, purchase orders, contracts and other documents required to manage supply chain related activities;
- vi. establish the terms and conditions of bid solicitations;
- vii. provide guidelines on procurement policies and procedures and the structure, format and general content of bid solicitations;
- viii. review proposed bid solicitations to ensure clarity, reasonableness and quality and advise staff of suggested improvements;
- ix. ensure open, fair and impartial purchasing processes for goods and services;
- x. ensure compliance with this Policy and advise the Vice President, Finance & Administration through the Associate Vice-President, Finance when there has been non-compliance. The Vice- President, Finance & Administration shall take appropriate action to address and correct any non-compliance;
- xi. facilitate negotiations with preferred vendor agreements in conjunction with units and to utilize collaborative buying programs with other organizations where feasible;
- xii. promote the standardization of goods and services, where such standardization demonstrably supports the Purpose and Scope of this Policy;
- xiii. 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”).

(c) The Director of Procurement Services, with the written approval of the Vice-President, Finance & Administration and Associate Vice President, Finance, may delegate to an employee or employees, all or part of the authority in Subsection 5(b) above. Any delegated authority may be limited to a particular type of goods and services.

(d) 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 5(e).

(e) Department Representatives will also have the following specific responsibilities:

- i. ensuring that all Contract terms and conditions comply with the Bid Solicitation;
- ii. preparing and approving all specifications and terms of reference in consultation with Procurement Services;
- iii. managing Contracts to ensure goods and services are received by the University and comply with Contract terms and conditions;
- iv. monitoring all Contract expenditures and ensuring that all financial limitations have been complied with and that all accounts are paid within the times set out in the Contract;
- v. monitoring the performance of Suppliers;
- vi. standardizing the use of goods and services, where such standardization demonstrably supports the Purpose and Scope of this Policy; and
- vii. ensuring that all goods and services purchased have been received and recording receipt in the form prescribed by Procurement Services.

### **Requirement for Approved Funds**

6. (a) The exercise of authority to award a Contract is subject to the identification and availability of sufficient funds in appropriate accounts within the Budget.  
(b) Where goods and services are purchased or leased on a multi-year basis, the exercise of authority to award a Contract is subject to the following:
  - i. the identification and availability of sufficient funds in appropriate accounts for the current year within the Budget;
  - ii. the goods and services will continue to be required in subsequent years and, in the opinion of the Vice President, Finance & Administration, the required funding can reasonably be expected to be made available; and
  - iii. the Contract includes a provision that the supply of goods and services in subsequent years is subject to the approval by the Board of the Budget estimates to meet the proposed expenditures.
  - iv. the contract is 5 years or less in length, excluding optional extensions.

### **Purchasing Documentation**

7. (a) The use of standard bid documents shall be approved by Procurement Services.  
(b) All changes to standard bid solicitations and contracts shall be reviewed and approved by the Director of Procurement Services.  
(c) Before issuance, all bid solicitations shall be reviewed and approved by Procurement Services > \$50,000.

### **Document Execution Authority**

8. Employees or Officers of the University identified in “Appendix B - Authority and Manner of Execution” shall have the authority to execute contracts and all other documents necessary to effect the award of purchase of goods and services, up to the prescribed limits, provided that the Award or purchase complies with this Policy.

### **Providing Assistance**

9. The President has the authority, provided there is no adverse impact upon the operations of the University, to lend, lease, rent or otherwise provide any vehicle, equipment or other goods owned by the University to any federal, provincial or municipal body, ministry, agency, board, corporation or other public authority when such action is reasonably justified due to unforeseen conditions, and shall report such action to the Board forthwith.

### **Competitive Bid Requirements**

10. For purchases < \$15,000 and wherever possible, at least 2 suppliers should be contacted to ensure the best value is obtained.
11. Purchases > \$15,000 must have 3 supplier quotations or an authorized *Exception Certificate* must be completed and submitted to the Procurement Services Department for review and retention with Purchase Order documents.

12. Costs for goods and/or services that require Purchase Orders (> \$15,000) may not be artificially partitioned into components costing less than \$15,000 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.
13. Contracts/agreements will include a clause to be followed in the event of disagreement.
14. The determination of the type of competitive bid required for Goods, Non-Consulting Services and Construction purchases will be done in conjunction with Procurement Services or delegate and in accordance with requirements in chart below:

**Competitive Bid Requirements for Goods, Non-Consulting Services and Construction**

Type	Description	Solicited By	Awarded By	\$ Value
Request for Quotation (RFQ) or Request for Proposal (RFP) Public Tender	Prices provided by phone, fax, or email. Must be documented and forwarded to Purchasing upon request.	Requisitioner  Or  Procurement Services	Procurement Services or Delegate  Note: Proper financial approval must be obtained prior to contract award. (See Appendix B for limits)	< \$15,000
Request for Quotation (RFQ), Request for Proposal (RFP) Public Tender	A list of suppliers is invited to submit written quotations for specific goods and/or services or can be advertised on electronic tendering system or by advertisement in a national newspaper, trade magazine.	Requisitioner  Or  Procurement Services	Procurement Services Or Delegate  Note: Proper financial approval must be obtained prior to contract award. (See Appendix B for limits.)	>\$15,000 <\$100,000
Request for Quotation (RFQ), Request for Proposal (RFP) Public Tender	RFQ/RFP/Tender is posted on electronic tendering system or by advertisement in a national newspaper, trade magazine that is accessible to Canadian Suppliers.	Procurement Services  Or Delegate	Procurement Services Or Delegate  Note: Proper financial approval must be obtained prior to contract award. (See Appendix B for limits.)	>\$100,000
Request for Quotation (RFQ), Request for Proposal (RFP) Public Tender	RFQ/RFP/Tender is posted on electronic tendering system or by advertisement in a national newspaper, trade magazine that is accessible to Canadian Suppliers.	Procurement Services  Or Delegate	Procurement Services Or Delegate Note: Proper financial approval must be obtained prior to contract award. (See Appendix B for limits.)	>\$1,000,000

15. The determination of the type of competitive bid required for Consulting Services will be done in conjunction with Procurement Services or delegate and in accordance with the requirements in chart below:

### Competitive Bid Requirements for Consulting Services

Type	Description	Solicited By	Awarded By	\$ Value
Request for Quotation (RFQ), Request for Proposal (RFP)	A list of suppliers is invited to submit written quotations for specific goods and/or services or can be advertised on electronic tendering system or by advertisement in a national newspaper, trade magazine.	Requisitioner Or Procurement Services	Procurement Services Or Delegate  Note: Proper financial approval must be obtained prior to contract award. (See Appendix B for limits.)	\$0 - \$100,000
Request for Quotation (RFQ), Request for Proposal (RFP)	RFQ/RFP/Tender is posted on electronic tendering system or by advertisement in a national newspaper, trade magazine that is accessible to Canadian Suppliers.	Procurement Services Or Delegate	Procurement Services Or Delegate  Note: Proper financial approval must be obtained prior to contract award. (See Appendix B for limits.)	>\$100,000

16. Information gathering - A response to an RFI (Request for Information) or RFEI (Request for Expressions of Interest) must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent.
17. Prices obtained from suppliers are intended for university use only. Pricing information should not be divulged to non-university personnel or to competitive suppliers.

### Competitive Bid Process

18. To ensure equitable treatment of all suppliers with respect to the timely submission of bids, all bids are stamped with the date and time upon receipt by Procurement Services or delegate for formally solicited RFQ/RFP's. Responses received after the deadline are documented as late, not accepted and returned to the bidder, unopened.
19. To provide sufficient time for suppliers to respond, all RFQ, RFP, and public tenders should be submitted at least 4 weeks prior to date on which the final supplier is scheduled to be selected. Timelines for supplier selection could increase significantly based on the complexity of the requirements and subsequent evaluation process.



20. Timelines for posting competitive procurement documents must provide suppliers a minimum response time of 15 calendar days for procurement values greater than \$100,000. Note: for procurements of high complexity, high risk and/or high dollar value the increasing of minimum response time to 30 days should be considered.
21. To ensure equitable treatment of all suppliers, RFQ, RFP and public tender documents must include a detailed list of the following information:
- Description/specification of goods and/or services to be purchased
  - Quantity of goods/services
  - Bid evaluation criteria and criteria weighting
  - Criteria that are considered mandatory
  - Technical standards that must be met
  - Deadline time and date must be on a normal working day (Monday to Friday) excluding provincial and national holidays
  - Address and phone number of the Procurement Department or delegated recipient
  - Terms and conditions of the bid
  - Terms and conditions of subsequent purchase and payment

At least two individuals should collaborate to establish the weighting of the criteria (e.g. price, quality, specification compliance, experience, warranty, etc.) for RFQ, RFP and Tender documents.

22. Evaluation criteria or weighting cannot be changed or altered except by issuing an amendment prior to the procurement document due date and the appropriate extension of the due date.
23. For each RFQ, RFP and/or public tender a cross-functional bid/proposal evaluation team must be established. The evaluation team should be comprised of members knowledgeable on the good/ service being procured and have financial acumen. The financial and strategic impact of the RFx process will be taken into consideration in determining the size and composition of the RFx evaluation team. Procurement Services is responsible to approve all bid/proposal evaluation teams and team members.
24. Bid/Proposal evaluation team members must be aware of the restrictions related to confidential information shared through the competitive process and refrain from engaging in activities that may create or appear to create a conflict of interest. Evaluation team members must declare themselves if a conflict of interest exists and agree to non-disclosure prior to bid evaluation(s). Any person involved in the evaluation of suppliers that may have a personal interest is guided by the Conflict of Interest Policy in declaring this interest or withdrawing from the evaluation process. Procurement Services or delegate coordinating the competitive bid process will ensure that evaluation team members sign a Confidentiality and Conflict of Interest form and retain signed form with file.
25. Each member of the evaluation team must complete an evaluation matrix rating each of the proponents. Evaluation scores must be documented and must be fair, factual and fully defensible. The evaluation team may conduct additional interviews with all/or the short-listed suppliers to assess other qualitative information, if allowed for within the competitive procurement document. The details of the discussions held must be documented and retained as part of the bid package. The evaluation team must select only the highest ranked submission that have met all mandatory requirements as identified in the related procurement document as the successful proponent. Scoring summaries must be kept on file with the bid package. In the event that two or more proponents obtain an identical proposal score, the following tie-breaking measures will be used to select the successful proponent:

- the Proposal with the highest points for Price (to three decimal places); and if still tied,
- the Proposal with the highest points for Ability to Deliver Services; and if still tied,
- the selected proponent will be determined by way of a coin toss.

26. In compliance with AIT, the evaluation team must refrain from discrimination or preferred treatment in awarding a contract, unless specifically allowed by AIT rules (e.g. geographical service issues).
27. Where significant costs are incurred to produce or advertise pricing requests, a document request fee may be charged to bidders.
28. During the tender period, Procurement Services or delegate will receive and record all queries from bidders. Answers to questions that are relevant to all bidders will be communicated to all bidders. If a meeting is held to answer questions for all invited or interested bidders, Procurement Services or delegate will record the individual firms in attendance, the date and location of the meeting and keep this information on file with tender documents.

### **Awards and Notification**

29. The award contract to the successful bidder (if any) shall include the terms of the RFP/RFQ and the terms of Brock University's purchase order (a copy of which is available at [www.brocku.ca/finance/vendors](http://www.brocku.ca/finance/vendors)) together with those terms of the bidder's proposal which are not inconsistent with Brock University's documents and which have been specifically accepted by Brock. The contract award will be limited to the term of agreement and any options for extension which were specified in the competitive procurement documents. Any extensions beyond those specified in the documents must be approved by Procurement Services. Details on the extension period and justification will be kept on file in Procurement Services. Note: In the event a contract explicitly provides for reimbursement of expenses, the expense claim and reimbursement will be in accordance with Broader Public Sector Expenses Directive as set out in the Broader Public Sector Accountability Act 2010 (s.10).
30. All goods and services must be purchased within approved unit budgets and are subject to approval in accordance with the Delegation of Authority policy. Goods and services purchased that are not provided for in approved budgets must be approved by Vice-President Finance & Administration or designate.
31. For purchases with a value greater than \$100,000, an award notification must be posted in the same manner as the procurement documents were posted after the agreement between the successful proponent and the university has been signed. The notification will include the successful supplier, the agreement start and end dates, options for extension and the total agreement value, if applicable.
32. For purchases with a value greater than \$100,000, upon request unsuccessful bidders will be granted a debriefing up to 60 calendar days following the date of the contract award notification.

### **Bid Dispute Resolution Process**

33. Where a vendor wishes to dispute the outcome of a bid, subsequent to a debriefing with Procurement Services, the process outlined below is to be followed:
- i. The aggrieved party is to file their bid protest with the Director of Procurement

Services by certified mail, within 15 business days of the debriefing meeting. The aggrieved party's filing should include:

- The name and address of the bidder
  - Identification of the contract or bid solicitation being protested
  - Detailed and factual statement of the grounds for protest
  - Supporting documentation
  - Desired relief, action or ruling
- ii. The Director of Procurement Services will respond to the aggrieved party, by certified mail, within 10 business days of receiving the bid protest notice.
  - iii. If a resolution cannot be met, the aggrieved party must contact the Associate Vice-President Finance and Administration and copy the Director of Procurement Services, by certified mail, within 10 business days of receiving the first response from the Director of Procurement Services.
  - iv. The Associate Vice-President Finance will respond to the aggrieved party, by certified mail, within 10 business days of receiving the bid protest notice.
  - v. If a resolution cannot be met, the aggrieved party can direct their complaint to the Vice-President Finance and Administration (copying both the Associate Vice-President Finance and the Director of Procurement Services) within 10 business days of receiving the response from the Associate Vice-President Finance and Administration.
  - vi. The final decision on the issue will come from the Vice-President Finance and Administration and will be resolved within 10 business days of receiving the bid protest.

#### **Procurement Documents and Records Retention**

34. All procurement documents and any pertinent information for reporting and auditing purposes must be maintained for a period of seven years in a recoverable form.

#### **Exceptions to Competitive Bid Process**

35. Exceptions to competitive bidding requirements must not be for the purpose of avoiding competition or to discriminate against specific suppliers. The University requires competitive bidding of all procurement where practical and advantageous. Procurement Services may allow exceptions based on the criteria below. Note: The exceptions to competitive bidding below are subject to criteria as defined in the AIT.
  - The University is involved in a cooperative or joint venture to purchase goods or services with other institutions, local or provincial organizations. Such purchases are to be made according to the procedures of that cooperative purchasing group, provided those procedures if not identical are consistent with the intent of this policy.
  - Particular goods or services are available from only one or two suppliers. An authorized agent will keep on file documentation in support of waivers made on this basis.
  - Compatibility with an existing product or service is the overriding consideration.
  - The extension or reinstatement of an existing contract would be the most effective or beneficial method and in the best interest of Brock University. Under no circumstances will a contract be extended beyond five years without a comprehensive review of performance/service quality and market alternatives.
  - In an emergency, an "Emergency Purchase" is classified as a procurement, which is needed to "protect life and property, prevent substantial economic loss, and/or prevent the interruption of essential services."
  - A need is established for the acquisition of goods and/or services for which only a

specialized or proprietary requirement can be identified. In such cases, an authorized individual may choose the best overall value to the University from one (1) or more invited proposals.<sup>36</sup> If any of the Competitive Bid Exceptions above apply to a requirement the requisitioner is required to complete Brock University Exception Certification document, obtain appropriate authorizing signatures and submit the Exemption Certification with any supporting documentation with the Purchase Requisition.

## Related policies

All Board approved policies

## Amendments (revision history)

<b>Date revised</b>	<b>Responsible</b>
October 1994	Vice-President Finance & Administration
February 2000	Vice-President Finance & Administration
January 2004	Vice-President Finance & Administration
July 2010	Vice-President Finance & Administration
June 2012	Vice-President Finance & Administration
December 2013	Vice-President Finance & Administration

## Appendix A - Exceptions to the Purchasing Policy

The purchase of the items in this schedule shall be made in accordance with Sections 2, 3 and 4 of this Policy.

Although the items in this schedule are exempt, a competitive process should be followed if practical. If the nature of the service required is ongoing, a contract management review will be performed annually and the decision to continue with the current source shall be reviewed at least every five years and the results of the review will be reported to the appropriate Committee of the Board of Trustees.

In cases where services are deemed “consulting” then they shall be subject to sections 11 to 37 of this policy.

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
  - 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 regulatory agencies, including tax remittances
  - i. Postage
4. Items purchased for resale at the University Bookstore and satellite locations ( i.e. Rodman Hall);
5. Professional and special services
  - a. Banking services (including debt financing)
  - b. Medical and laboratory services
  - c. Fees for professional accounting, actuarial, tax, investment management, engineers, architects, legal or other expert services
  - d. Appraiser fees
  - e. Advertising
6. Specialized goods and services
  - a. Library collections and materials (i.e. books, periodicals, etc.), both electronic and non-electronic, administered by the University Librarian
  - b. Exhibits and art purchases for Rodman Hall;  
Group Hospitality
  - d. University memberships (i.e. CAUBO membership, etc.)
7. Banking services and charges
8. Utilities
  - a. Water and sewer, hydro, and gas
  - b. Communication infrastructure services
  - c. Utility relocations
9. Goods and services purchases through collaborative and consortium buyer agreements.

## Appendix B - Authority and Manner of Execution

Subject to any statutory requirements to the contrary, Signing Officers or employees shall not make any Commitment or execute any Document unless its execution is authorized by the Board. For greater certainty, authority to execute a Document in the supply chain management process is as follows:

### Goods, Non-Consulting Services and Construction

Amount	Purchase Method	Signing Officer(s)~
< \$2,500	Purchasing Card Purchase Order^^; Executed agreement Cheque Requisition Travel Expense Report	Approver or designate
\$2,501 to \$5,000	Purchasing Card Purchase Order^^; Executed agreement Cheque Requisition	Approver or designate
\$5,001 to \$15,000	Purchasing Card Purchase Order^^; Executed agreement	Approver or designate
\$15,001 to \$50,000	Purchase Order^^; Executed agreement*	Approver + Senior Administrative Council Member responsible for the Unit + Associate Vice President, Finance
\$50,001 to \$100,000	Purchase Order^^; Executed agreement*	Approver + Senior Administrative Council Member responsible for the Unit + Associate Vice President, Finance + Vice President, Finance & Administration
\$100,001 to \$1,000,000	Purchase Order^^; Executed agreement*	Approver + Senior Administrative Council Member responsible for the Unit + Associate Vice President, Finance + Vice President, Finance & Administration + President.

~ The Signing Officer(s) listed are in addition to the individual making and/or facilitating the purchase. Each request for purchase and/or payment requires at least two signatures (Signing Officer(s) plus initiator).

\* With Procurement Services approval.

^ Purchase requisitions with two signatures (Signing Officer(s) plus initiator) are required to request a purchase order.

### Consulting Services

Consulting Services are defined as the provision of expertise or strategic advice that is presented for consideration and decision making. Not all contracted services are deemed as 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 Method	Procurement Value	Approval Authority
Invitational Competitive	\$0 up to but not including \$100,000	Per Chart above for Goods, Non-Consulting Services & Construction
Open Competitive	Any value	Per Chart above for Goods, Non-Consulting Services & Construction
Non-competitive*	\$0 up to but not including \$1,000,000	Per Chart above for Goods, Non-Consulting Services & Construction + University President
	\$1,000,000 or more	Per Chart above for Goods, Non-Consulting Services & Construction + University President + approval via Financial Planning, Investment & Human Resources and/or Capital Projects & Facilities Committee of the Board of Trustees

\*Exemption-based only

### Document Changes

From time to time changes to a document already approved by identified significant officers may be required. Two situations are as follows:

#### Invoice Variances

For variances between a purchase order and an invoice value where the variance is less than 10% and \$5,000 Procurement Services can approve the variance, even if the variance moves the total value of the goods or services purchased with the document above the original Signing Officers purchasing authority. If the variance is larger than just described above or result of a change order then protocol below to be followed.

#### Purchase Order/Purchase Contract Changes

If the change has no financial impact or the financial impact does not increase the total cost above the signing authority of the original Signing Officer of the document, the original Signing Officer of the document can approve the change provided they have identified sufficient budget. If the financial impact of the change increases the total cost above the signing authority of the original Signing Officer, the Signing Officer, as identified in the “Goods, non-consulting and construction” table in Appendix B, for the new amount will approve the change provided the Signing Officer has identified sufficient budget.