

Purchasing Policies & Procedures Manual

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A. PURCHASING POLICIES & PROCEDURES

1. Purchasing Policy

1.1 The Finance Office is responsible for the acquisition of quality goods and services in support of the goals and mission of OCAD University ("OCAD U" or "the University"). The purchasing process, as outlined here, is administered in accordance with this directive and its related policies, unless otherwise delegated by the Board of Governors, the President, or the Vice-President, Finance & Administration.

2. Purpose

The purpose of this manual is to:

- 2.1 Promote OCAD U's accountability in its use of public funds for the acquisition of goods and services;
- 2.2 Establish guidelines to which all OCAD U departments must adhere in acquiring goods and services;
- 2.3 Outline the role and responsibility of the Purchasing unit of the Finance Office in assisting departments to acquire value-added, appropriate, high quality goods and services that meet OCAD U's immediate and long-term needs at the best overall cost;
- 2.4 Define the responsibility of all OCAD U employees involved in the purchasing process;
- 2.5 Ensure that *OCAD U functions according to generally accepted business practices of the broader public sector, including the Government of Ontario's Supply Chain Guideline for Purchasing Policies and Procedures and Code of Ethics*, and the Provincial Auditor (Note: Policies of external granting agencies may supersede OCAD U's internal policies); and
- 2.6 Endorse sustainable and environmentally responsible procurement practices, wherever feasible.

3. Scope

3.1 All purchasing documents prepared by, or on behalf of OCAD U, are subject to the conditions and terms outlined in this policy. These policies apply to all purchases made by OCAD U, with the following exceptions (unless otherwise noted by law or agreement):

- Utilities (electricity, gas, water, etc.);
- Insurance, legal and audit fees;
- Investment services;
- Personnel services (benefits, wage and salary administration); and
- Others, as approved by the President or Vice-President, Finance & Administration.

4. Procedures & Responsibilities for all OCAD U Departments

4.1 Method of Purchase Requirements & Approval Authority Levels

As outlined below, the dollar value of a purchase determines the payment/procurement method and approval authority levels.

OCAD University Procurement Method & Approval Authority Schedule (AAS)			
Goods, Construction and Non-Consulting Services			
Procurement Method	Total Value of Procurement before taxes (CDN**)	Means of Procurement	Purchase Order/Purchase Contract ("PO"/"PC") Approval Authority
Invitational Competition Recommended	\$0-\$499	Purchasing Card (p-card), Purchase Order ("PO") or Pay on Invoice (Cheque or Reimbursement Requisition with Receipts, where applicable)	Purchasing Agent or Director, Finance
Invitational Competition Recommended	\$500-\$4,999 (\$500 - \$9,999 for equipment repairs/refurbishment)	PO/Purchase contract ("PC") - requisitioner is encouraged to obtain competitive quotes	Purchasing Agent or Director, Finance
Invitational Competition Required	\$5,000 - \$24,999 (\$10,000 - \$24,000 for equipment repairs/refurbishment)	PO/Purchase contract ("PC") - requisitioner must obtain a minimum of 3 competitive quotes	Director, Finance or VP, Finance & Administration
Invitational Competition Required	\$25,000 - \$99,999	Request for Quotation ("RFQ"), Request for Tender ("RFT") or Request for Proposal ("RFP") and PO/PC - requisitioner must obtain a minimum of 3 competitive quotes	Director, Finance or VP, Finance & Administration

Open Competition Required	\$100,000 - \$249,999	Public RFT/RFP/RFQ and PO/PC	President and VP, Finance & Administration or Director, Finance*
Open Competition Required	\$250,000 or more	Public RFT/RFP/RFQ and PO/PC	Board of Governors

*For items specified within the approved operating budget. Items not previously approved must be reviewed by the Board of Governors

Competitive Consulting Services			
Procurement Method	Total Value of Procurement before taxes (CDN**)	Means of Procurement	Purchase Order/Purchase Contract ("PO"/"PC") Approval Authority
Invitational Competition Required	\$0-\$4,999	Invitational Competition Required - requisitioner must obtain a minimum of 3 competitive quotes	Purchasing Agent or Director of Finance
Invitational Competition Required	\$5,000 - \$24,999	Invitational Competition Required - requisitioner must obtain a minimum of 3 competitive quotes	Director of Finance or VP, Finance & Administration
Invitational Competition Required	\$25,000 - \$99,999	Request for Quotation ("RFQ"), Request for Tender ("RFT") or Request for Proposal ("RFP") and PO/PC - requisitioner must obtain a minimum of 3 competitive quotes	Director of Finance or VP, Finance & Administration
Open Competition Required	\$100,000 - \$249,999	Public RFT/RFP/RFQ and PO/PC	President and VP, Finance & Administration or Director, Finance*
Open Competition Required	\$250,000 or more	Public RFT/RFP/RFQ and PO/PC	Board of Governors

Non-Competitive Consulting Services			
Procurement Method	Total Value of Procurement before taxes (CDN**)	Means of Procurement	Purchase Order/Purchase Contract ("PO"/"PC") Approval Authority
Non-competitive	\$0 – 249,999	Non-competitive	President
Non-competitive	\$250,000 or more	Non-competitive	Board of Governors

*All items over \$100,000 which are not within the approved operating budget, and any items \$250,000 or more, must be reviewed and approved by the Finance Committee and either the Board of Governors or (in exceptional circumstances) the Board Executive Committee (if the timing of the approval required will not allow for the proposal to be presented to a meeting of the full Board of Governors).

**Dollar values are exclusive of taxes, freight and delivery costs

For details regarding purchases using the Purchasing Card, see Purchasing Cards procedure.
For details on RFP, RFQ and RFT see policy on Quotations and Tenders (sections 7 & 8).

4.2 Waiver of Purchase Orders in Emergency Situations

The requirement for a purchase order or competitive bid may be waived in the event of an emergency; a single/sole source waiver to follow normal purchasing procedures in such an emergency must be completed and forwarded to the Purchasing Agent (see section 7.2 Exemptions).

4.3 Purchase Approval Process

- 4.3.1 All purchases of \$500 or more must be preceded by a completed and authorized Purchase Requisition ("PR") submitted to the Finance Office.
- 4.3.2 PRs for goods or services costing less than \$10,000 require the signature of the requisitioner, and the applicable Supervisor or designate. PRs for goods or services costing \$10,000 or more require the signature of the requisitioner, the relevant Dean, Director or Vice-President (or designate).
- 4.3.3 Upon receipt of the PR, the Finance Office will prepare a PO. POs less than \$10,000 require the signature of the Director of Finance or the Purchasing Agent. POs greater than \$10,000 require the signature of the Director of Finance or the Vice-President, Finance & Administration.

4.4 Budget

- 4.4.1 It is the responsibility of all OCAD U requisitioners to ensure that adequate funds are available within their department budget prior to commencing the purchasing process.
- 4.4.2 A PO/PC is a legal contract and is generated for every properly approved purchase of goods or services. The Finance Office is the only authorized channel for issuing or cancelling a PO/PC.
- 4.4.3 Prior to issuing a purchase requisition, requisitioners should complete a comparison of suppliers taking into consideration such things as price, quality, specification compliance, date of delivery, other terms, conditions, experience and reputation of a supplier etc., where applicable.
- 4.4.4 Whenever practical and appropriate, and for any purchase of \$5000 or more (\$10,000 or more in the case of equipment repairs), the requisitioner must obtain competitive quotes and consult with the Purchasing Agent.
- 4.4.5 It is the responsibility of the requisitioner to ensure that the process for procurement of goods and services is in accordance with these purchasing policies and procedures, as well as departmental and legal restrictions. The Finance Office will, to the best of its ability, provide any information or assistance in meeting this requirement.

4.5 Health & Safety

- 4.5.1 Suppliers and/or contractors must comply with Occupation Health and Safety Act regulations.
- 4.5.2 All sub-contractors must have received health and safety training appropriate to their trade or service prior to arriving on-site, and must be able to provide proof upon request.
- 4.5.3 Suppliers must ensure shipments of "controlled" products are appropriately packaged, labeled and include Material Safety Data Sheets at the time of delivery, in accordance with the Workplace Hazardous Materials Information Systems requirements.
- 4.5.4 All contractors must be able to immediately produce Material Safety Data Sheets for all "controlled" products brought on campus, upon request.
- 4.5.5 In compliance with the Accessibility for Ontarians with Disability Act (AODA), 2005 all contractors are required to undertake training in Accessible Customer Service and provide the proof by sending an email to: accessibility@ocad.ca prior to start of the contract.

Related Documents:

[OCAD U Policy # 5006 - Health & Safety Requirements for Contractors](#)

4.6 Code of Ethics

- 4.6.1 Give first consideration to the objectives and policies of OCAD University.
- 4.6.2 Strive to obtain the maximum value for each dollar of expenditure.
- 4.6.3 Decline personal gifts or gratuities, except as token courtesies.
- 4.6.4 Grant all competitive suppliers equal consideration where municipal, provincial or federal policy permits.
- 4.6.5 Conduct business with potential and current suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.
- 4.6.6 Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.
- 4.6.7 Receive consent of originator of proprietary ideas and designs before using them for competitive purchasing.

- 4.6.8 Accord a prompt and courteous reception, as conditions permit, to all who call on legitimate business missions.
- 4.6.9 To counsel and cooperate with other universities, colleges, government offices and public sector bodies and to promote a spirit of unity and a keen interest in professional growth.
- 4.6.10 Report all conflicts of interest and/or knowledge of fraud, unprofessional conduct, or other illegal or inappropriate activities that contravene OCAD U's Purchasing Policies and Procedures, or provincial/federal law.
- 4.6.11 Foster fair, ethical and legal business practices.

4.7 Conflict of Interest Guidelines

Employees or agents acting on behalf of the University in dealings with a supplier must review and abide by OCAD U's Conflict of Interest Guidelines as described below:

- 4.7.1 OCAD U shall not purchase goods and services from a business or other entity that is owned by an Employee of the University, or from any corporation or other business entity in which an Employee is an employee, a partner or has controlling financial interest, subject to exemptions under 4.6.4.
- 4.7.2 OCAD U shall not purchase goods and services from a business or other entity that is owned by a member of the University's Board of Governors, or from any corporation or other business entity in which a Governor is an employee, a partner or has controlling financial interest, subject to exemptions under 4.6.4.
- 4.7.3 No University Employee or Governor shall take any role in the decision-making process, or take any steps whatsoever to influence the University's decision to acquire goods or services from any corporation or other business entity in which the Employee or Governor is an employee, a partner or has controlling financial interest, subject to exemptions under 4.6.4.
- 4.7.4 Notwithstanding the foregoing, in rare circumstances, if and when appropriate and in the best interests of the University, upon full disclosure of a conflict or the perception of a conflict pursuant to any procedures set out therefore, the Vice-President, Finance & Administration may consider whether any such conflict exists and, if so, whether it may be waived or otherwise resolved, and may thereafter and on such terms as are deemed appropriate, approve a proposed purchase of goods or services from a University Employee or Governor, or from a corporation or other business entity in which an Employee or Governor is an employee, a partner or has a controlling financial interest.
- 4.7.5 Nothing in the foregoing is intended to preclude the University's purchase of goods or services from a corporation or other business entity in which the spouse or other relative of a University Employee or Governor is an employee, partner or has a controlling financial interest, provided the University Employee or Governor has no direct or indirect association with the corporation or other business entity, and played no role in, or in any way influenced, the University's decision-making process.

Related Documents:

Appendix D: Conflict of Interest Disclosure and Review Procedure

4.8 Non-Discrimination

- 4.8.1 Employees or agents involved in any procurement activity on behalf of OCAD U must adhere to the non-discrimination requirements detailed below and as set out in the *Agreement on Internal Trade*, the *Ontario-Quebec Agreement* and the *Ontario Supply Chain Guideline*.
 - a. OCAD U and its agents shall not discriminate:
 - Between the goods or services of a particular province or region, including those goods and services included in construction contracts, and those of any other province or region; or
 - Between suppliers of such goods or services of a particular province or region and those of any other province or region.
 - b. Except as otherwise provided, measures that are inconsistent with section "a" include, but are not limited to, the following:
 - The imposition of conditions on the invitation to compete, registration requirements or qualification procedures that are based on the location of a supplier's place of business in Canada, the place in Canada where the goods are produced or the services are provided, or other like criteria;

- The biasing of technical specifications in favour of, or against, particular goods or services, including those goods or services included in construction contracts, or in favour of, or against, the suppliers of such goods or services for the purpose of avoiding the obligations of this document;
 - The timing of events in the competitive process so as to prevent suppliers from submitting bids;
 - The specification of quantities and delivery schedules of a scale and frequency that may reasonably be judged as deliberately designed to prevent suppliers from meeting the requirements of the procurement;
 - The division of required quantities or the diversion of budgetary funds to subsidiary agencies in a manner designed to avoid these obligations;
 - The use of price discounts or preferential margins to favour particular suppliers; and
 - The unjustifiable exclusion of a supplier from tendering.
- c. Except as otherwise required to comply with international obligations, OCAD U may accord a preference for Canadian value-added, subject to the following conditions:
- The preference for Canadian value-added must be no greater than 10 percent;
 - OCAD U shall specify in the call for competition the level of preference to be used in the evaluation of the bid; and
 - All qualified suppliers must be informed through the call for competition of the existence of the preference and the rules applicable to determine the Canadian value-added.
- d. Except as otherwise required to comply with international obligations, OCAD U may limit its competition to Canadian goods, Canadian services or Canadian suppliers, subject to the following conditions:
- OCAD U must be satisfied that there is sufficient competition among Canadian suppliers;
 - All qualified suppliers must be informed through the call for competition of the existence of the preference and the rules applicable to determine Canadian content; and
 - The requirement for Canadian content must be no greater than necessary to qualify the procured good or service as a Canadian good or service.
- e. Except as otherwise required to comply with international or other obligations, OCAD U may choose to locally source goods or services, if doing so would save energy or fuel in furtherance of OCAD U's commitment to environmental sustainability (*see 4.11 Sustainable Procurement*).

Related Documents:
Appendix C: Links

4.9 Gifts and Gratuities

- 4.9.1 No University employee or agent shall accept gifts, benefits or favours from individuals, firms or corporations with which the University does or may do business, except as token courtesies, on behalf of the University and for the University's benefit. To ensure transparency and fairness and to avoid conflict of interest, gifts, benefits or favours, except token courtesies, shall be declared to the employee's or agent's immediate supervisor who will use his/her judgment in this regard. Consult the Finance Office for clarification or validation, where required.

4.10 Supplier Obligations

- 4.10.1 Forward all communications directly to the Purchasing Agent, unless otherwise instructed.
- 4.10.2 Conduct negotiations ethically, without attempts to influence through offering gifts.
- 4.10.3 Communicate any information that may improve the quality of service or good provided by the Supplier.
- 4.10.4 Avoid putting OCAD U or its employees to unnecessary expense and/or inconvenience.
- 4.10.5 Adhere to method of purchase and payment requirements as detailed in section 4.1 and 4.10.

4.11 Invoicing and Payment (*see also section 4.1 Method of Purchase Requirements*)

- 4.11.1 OCAD U's standard payment terms are Net 30 days after receipt of invoice, unless otherwise negotiated or agreed upon.

- 4.11.2 Payment will be issued upon verification of receipt of goods and/or services by the requisitioner, or when evidence of receipt has been provided.
- 4.11.3 For goods or services requiring prepayment, an invoice must be forwarded to OCAD U by the supplier in advance of payment being remitted.
- 4.11.4 Early payment discount terms are considered and should be requested with all new supplier accounts. For example: 2%/Net 10 Days, 1%/Net 15 Days etc.

Related Documents:

Appendix I: Procurement & Payment Procedures for Contractors

4.12 Sustainable Procurement

- 4.12.1 OCAD U is committed to initiating and maintaining environmentally responsible and sustainable procurement practices to minimize our institution's environmental impact. The criteria below should be reviewed and considered prior to the start of any procurement activity for the University.

Criteria

Absolutely necessary

Is this purchase absolutely necessary to our operations? Can we do without it?

Durable

Is it built to last? Does it need lots of maintenance? What is the overall cost of ownership?

Energy and fuel-efficient

Does the product help us to save money on energy or fuel?

Local source

Can this product be purchased from a reliable local source? Does it require less fuel or energy to bring it to our facility?

Responsible source

Does the manufacturer (or distributor) provide proof of responsible environmental and social practices? Does the manufacturer pay workers standard wages and benefits? Does the manufacturer emphasize employee health and safety?

Reusable

Can the product be used several times for the same or multiple purposes? Can we borrow it, rent or get it used?

Low or no environmental impact

Is the source material easily renewable? Is there any negative impact on the environment in the harvest, production, transportation, use or disposal? Is it recyclable?

Right size

Can it be smaller, lighter or made with less material?

Right Quantity

Should a bulk purchase be considered to minimize the frequency of shipments?

5. Role of Purchasing Agent

The Purchasing Agent is responsible for:

5.1 Accountability and Transparency

- 5.1.1 Oversee the purchasing of goods and services by facilitating the most efficient and streamlined purchasing process possible for meeting the needs of OCAD U's various departments, while simultaneously promoting free and open competition for all interested suppliers; and
- 5.1.2 Ensuring that OCAD U's purchasing practices are conducted according to acceptable business practices and in compliance with all relevant government regulations.
- 5.1.3 The Purchasing Agent may, on occasion, choose to delegate some or all operational responsibilities to other OCAD U departments/individuals, while retaining functional authority.

5.2 Customer Service Function – Internal (OCAD U) & External (Supplier) Relationships

- 5.2.1 The Purchasing Agent develops blanket agreements, preferred supplier agreements and other tools through which savings and efficiencies are realized. If possible, he/she makes available the details of such agreements to the OCAD U community via campus-wide communications. As well, a listing of pre-negotiated contracts/agreements is made available through the OCAD U website.

- 5.2.2 The Purchasing Agent's resources, knowledge and expertise should be used in the conduct of official OCAD U business only.
- 5.2.3 For the benefit of the requisitioner and OCAD U, all purchase returns and allowances are negotiated by the Purchasing Agent, because he/she is usually most familiar with the original terms and conditions of sale.
- 5.2.4 The Purchasing Agent requires revised approval from the original requisitioner (and supervisory signoffs, where applicable) for any PO/PC where the final purchase price is 10% or \$50 higher, whichever is greater, than an approved PR; or if there are any significant amendments to the terms and conditions shown on the original PR.
- 5.2.5 The Purchasing Agent is responsible for sourcing and maintaining effective, efficient, and reliable supplier relationships.
- 5.2.6 OCAD U encourages fair and open competition for suppliers. To facilitate this objective, especially for potential purchases estimated at \$25,000 or more, the Purchasing Agent (or designate) serves as the conduit for all official correspondence and discussion between OCAD U and suppliers (except when specifically governed under other policies).
- 5.2.7 When specialized goods or services are sought, the Purchasing Agent may rely on the requisitioning area to provide technical expertise, assist in researching the proposed purchase, and/or participate in supplier negotiations or evaluations.
- 5.2.8 The Purchasing Agent may on occasion consult a department other than the requisitioning area for technical expertise and advice regarding purchases for the University.
- 5.2.9 The Purchasing Agent (or designate) maintains a formal method through which suppliers may register complaints regarding OCAD U's business procedures and he/she is responsible for coordinating a timely response to any such complaints (see section 7.11).

B. QUOTATIONS & TENDERS

6. Purpose

The purpose of this section is to:

- 6.1 Ensure that OCAD U's procedures for the purchase of goods and services are conducted in a publicly accountable manner;
- 6.2 Outline the role and responsibilities of the Purchasing Agent in facilitating the purchase of goods and services necessary to support the goals and objectives of OCAD U;
- 6.3 Provide OCAD U staff and faculty with a framework for seeking competitive pricing in a manner that: meets current legislation requirements; is in accordance with resolutions of the Board of Governors; adheres to the mandatory requirements in the Ontario *Supply Chain Guidelines*; and promotes free and open competition for all interested suppliers; and
- 6.4 Provide guidelines and information to OCAD U's internal and external community.

7. Scope

This section applies to documentation related to the purchase of goods and services by OCAD U, as outlined below.

7.1 Inclusions

This policy applies to the purchase of:

- 7.1.1 Goods, construction and non-consulting services estimated at \$5,000 or more (\$10,000 or more in the case of equipment repairs) excluding taxes and shipping, and all consulting services, regardless of dollar value;
- 7.1.2 Goods, construction and non-consulting services of a lesser value, as identified at the discretion of the Purchasing Agent or Director of Finance;
- 7.1.3 Goods, construction and services identified by a supplier through a debriefing, if applicable, or bid protest;
- 7.1.4 Goods, construction and services requiring a request for quotation or tender as deemed necessary or required by government or internal policy.

7.2 Exemptions

Single or Sole Source Procurement and Direct Award

- 7.2.1 The supplier bidding requirement, as referenced in *7.5 Competitive Bid Requirements*, is waived for the purchase of goods and/or services available from only one supplier (sole source), or where an appropriate circumstance exists that requires the solicitation of one quotation (single source).
- 7.2.2 Prior to commencement of procurement, a single/sole source waiver must be completed and approved by one of the following: for goods and non-consulting services - President, Vice-President, Dean or Director; for consulting services up to a value of \$249,999 – President; or over \$250,000 – Board of Governors.
- 7.2.3 In the event of a single/sole source purchase, the requisitioner must obtain a quote documenting terms and conditions prior to placing an order.
- 7.2.4 A requisitioner should avoid pre-selecting a make or model of equipment that would exclude all but one supplier, unless the purchase of an alternative make or model would invalidate an existing warranty.

Related Documents:

Appendix F: Single/Sole Source Certification and Direct Award Form

7.3 Cooperative and Group Buying Initiatives

- 7.3.1 On an ongoing basis, the Purchasing Agent researches the possibility of entering into cooperative purchasing opportunities with other similar institutions. Cooperative buying groups are supported only if there is a financial benefit to OCAD U.
- 7.3.2 The Purchasing Agent maintains a listing of all cooperative/group buying initiatives of which OCAD U is a part. Wherever practical, this listing is made available to the OCAD U community.

7.4 Competitive Bid Requirements

The Finance Office must ensure that all purchases requiring competitive bids comply with the following:

Price Quotations

- 7.4.1 For purchases of \$5,000-\$24,999 (\$10,000-\$24,999 in the case of equipment repairs), price quotations must be obtained from at least three sources (where possible) prior to completing a Purchase Requisition ("PR").
- 7.4.2 Price quotations must be solicited by the requisitioning department, or by the Purchasing Agent on behalf of the requisitioning department, by telephone, fax or email.
- 7.4.3 In cases where the department elects to obtain the quote itself, the Purchasing Agent will provide any necessary support, including supplier lists, terms and conditions template, and a central location for the distribution and receipt of quotation documents. Requests for this assistance are made using either a paper or electronic requisition form.
- 7.4.4 All price quotations must be documented, including award justification and forwarded to the Purchasing Agent, who will file it with the corresponding Purchase Order/Purchase Contract ("PO"/"PC").
- 7.4.5 Request for Quotation ("RFQ"): The Purchasing Agent is responsible for providing formal RFQ documents to all suppliers bidding on goods/services with an estimated value of \$25,000-\$99,999 (with the exception of capital projects, which are distributed by Facilities Planning & Management). A list of suppliers invited to participate in a particular bid is maintained by the Purchasing Agent.
- 7.4.6 Responses to RFQs, RFPs, RFTs and public tenders must be addressed to and received by the Purchasing Agent (or designate) through the method described within the original bid/procurement document. All hard-copy submissions must be sealed and labeled with the content's subject matter and closing date/time clearly visible.
- 7.4.7 Stamped with the date and time of receipt, bid documents are opened only after the deadline has expired. An Evaluation Team (see 7.10 *Evaluation & Award*) reviews the submissions and selects the bid that best meets the selection criteria.
- 7.4.8 The electronic PO/PC resulting from the RFQ is fully integrated with the DBOCAD system and provides requisitioners with online access to information on, and the ability to track their requests throughout the entire requisitioning/order and payment process.
- 7.4.9 Request for Tender ("RFT")/Request for Proposal ("RFP")/Public Tender: For purchases with an estimated value of \$100,000 or more, bids must be solicited by a "public call for tender" or Request for Tender ("RFT") or Request for Proposal ("RFP").
- 7.4.10 To comply with current government requirements, all purchases for construction or supply of goods valued at more than \$100,000 must be publicly tendered in a manner that allows suppliers equal access to documents and, with some exceptions, non-discriminatory evaluation of their tenders or proposals, as required by the Agreement on Internal Trade ("AIT") and the Ontario-Quebec Procurement Agreement.
- 7.4.11 Public calls must be advertised using one or more standard advertising media (e.g. newspaper, internet, trade magazine, etc.). The Finance Office is responsible for advertising such opportunities and distributing the appropriate tender documents.
- 7.4.12 Suppliers' responses are handled in the same manner as the RFQ. However, in addition to the minimum tender requirements of the RFQ, public tenders must also include at minimum:
- Fifteen (15) calendar day response time;
 - Seven (7) calendar day response time after the last amendment date, if any;
 - Equal access for all suppliers to the same information, including specific supplier questions about the bid document or specifications; and
 - A list of the selection criteria used to evaluate the bids.
- 7.4.13 For major expenditures which have already been approved by the Board of Governors through approval of the operating and/or capital budget, and for which a competitive bid process has been followed as per the University's Purchasing Policy, awarding of contracts of \$100,000 to \$249,999 may be approved by the President and one of the following: Vice-President, Finance & Administration or Director of Finance.

7.4.14 Awarding of contracts of \$250,000 or more requires approval by the Board of Governors.

Request for Proposal (“RFP”):

7.4.15 Due to the nature of some projects, it is impossible for the requisitioning departments to provide bidding suppliers with a specific list of goods or services to price. In such instances, bidding suppliers are asked to provide a detailed proposal on how the project should proceed and a breakdown of the goods or services required.

Request for Information (“RFI”)/Request for Expression of Interest (“RFEI”):

7.4.16 A Request for Information may be issued as a research mechanism to determine the characteristics of the ideal goods or services sought for purchase by the University. A response to an RFI from a supplier will not result in a pre-qualification.

7.4.17 Responses to a Request for Expression of Interest may be issued to gauge interest in the supplier community for a potential opportunity or to gather information on supplier capabilities/qualifications. As with an RFI, responses to an RFEI will not pre-qualify potential suppliers.

Pre-qualified Suppliers/Request for Supplier Qualification (“RFSQ”):

7.4.18 A request for supplier qualification may be issued to develop a listing of pre-qualified suppliers in advance of an expected requirement. This eliminates the need for departments to individually research potential suppliers and limits the number of bid documents required for an RFP, RFT, or RFQ.

7.4.19 OCAD U is not obligated to call on a supplier as a result of pre-qualification to supply said goods or services.

7.4.20 The Purchasing Agent compiles and maintains a list of predetermined qualified suppliers and their pricing, terms and conditions, etc. The typical result of this procedure is a Vendor of Record (“VOR”) or a preferred supplier list.

7.5 Competitive Bid Requirements

The Finance Office must ensure that all purchases requiring competitive bids comply with the following:

Price Quotations

7.5.1 Price quotations must be solicited by the requisitioning department, or by the Purchasing Agent on behalf of the requisitioning department, by telephone, fax or email.

7.5.2 In cases where the department elects to obtain the quote itself, the Purchasing Agent will provide any necessary support, including supplier lists, terms and conditions template, and a central location for the distribution and receipt of quotation documents. Requests for this assistance are made using either a paper or electronic requisition form.

7.5.3 All price quotations must be documented, including award justification and forwarded to the Purchasing Agent, who will file it with the corresponding Purchase Order/Purchase Contract (“PO”/“PC”).

7.5.4 Request for Quotation (“RFQ”): The Purchasing Agent is responsible for providing formal RFQ documents to all suppliers bidding on goods, construction, consulting and non-consulting services with an estimated value of \$25,000-\$99,999 (with the exception of capital projects, which are distributed by Facilities Planning & Management). A list of suppliers invited to participate in a particular bid is maintained by the Purchasing Agent.

7.5.5 Responses to RFQs, RFPs, RFTs and public tenders must be addressed to and received by the Purchasing Agent (or designate) through the method described within the original bid/procurement document. All hard-copy submissions must be sealed and labeled with the content’s subject matter and closing date/time clearly visible.

7.5.6 Stamped with the date and time of receipt, bid documents are opened only after the deadline has expired. An Evaluation Team (see 7.10 *Evaluation & Award*) reviews the submissions and selects the bid that best meets the selection criteria.

7.5.7 The electronic PO/PC resulting from the RFQ is fully integrated with the DBOCAD system and provides requisitioners with online access to information on, and the ability to track their requests throughout the entire requisitioning/order and payment process.

- 7.5.8 Request for Tender (“RFT”)/Request for Proposal (“RFP”)/Public Tender: For all purchases with an estimated value of \$100,000 or more, bids must be solicited by a “public call for tender” or Request for Tender (“RFT”) or Request for Proposal (“RFP”).
- 7.5.9 To comply with current government requirements, all purchases for construction or supply of goods valued at more than \$100,000 must be publicly tendered in a manner that allows suppliers equal access to documents and, with some exceptions, non-discriminatory evaluation of their tenders or proposals, as required by the Agreement on Internal Trade (“AIT”) and the Ontario-Quebec Procurement Agreement.
- 7.5.10 Public calls must be advertised using one or more standard advertising media (e.g. newspaper, internet, trade magazine, etc.). The Finance Office is responsible for advertising such opportunities and distributing the appropriate tender documents.
- 7.5.11 Suppliers’ responses are handled in the same manner as the RFQ. However, in addition to the minimum tender requirements of the RFQ, public tenders must also include at minimum:
- Fifteen (15) calendar day response time;
 - Seven (7) calendar day response time after the last amendment date, if any;
 - Equal access for all suppliers to the same information, including specific supplier questions about the bid document or specifications; and
 - A list of the selection criteria used to evaluate the bids.
- 7.5.12 For major expenditures which have already been approved by the Board of Governors through approval of the operating and/or capital budget, and for which a competitive bid process has been followed as per the University’s Purchasing Policy, awarding of contracts of \$100,000 to \$249,999 may be approved by the President and one of the following: Vice-President, Finance & Administration or Director of Finance.
- 7.5.13 Awarding of contracts of \$250,000 or more requires approval by the Board of Governors.

Request for Proposal (“RFP”):

- 7.5.14 Due to the nature of some projects, it is impossible for the requisitioning departments to provide bidding suppliers with a specific list of goods or services to price. In such instances, bidding suppliers are asked to provide a detailed proposal on how the project should proceed and a breakdown of the goods or services required.

Request for Information (“RFI”)/Request for Expression of Interest (“RFEI”):

- 7.5.15 A Request for Information may be issued as a research mechanism to determine the characteristics of the ideal goods or services sought for purchase by the University. A response to an RFI from a supplier will not result in a pre-qualification.
- 7.5.16 Responses to a Request for Expression of Interest may be issued to gauge interest in the supplier community for a potential opportunity or to gather information on supplier capabilities/qualifications. As with an RFI, responses to an RFEI will not pre-qualify potential suppliers.

Pre-qualified Suppliers/Request for Supplier Qualification (“RFSQ”):

- 7.5.17 A request for supplier qualification may be issued to develop a listing of pre-qualified suppliers in advance of an expected requirement. This eliminates the need for departments to individually research potential suppliers and limits the number of bid documents required for an RFP, RFT, or RFQ.
- 7.5.18 OCAD U is not obligated to call on a supplier as a result of pre-qualification to supply said goods or services.
- 7.5.19 The Purchasing Agent compiles and maintains a list of predetermined qualified suppliers and their pricing, terms and conditions, etc. The typical result of this procedure is a Vendor of Record (“VOR”) or a preferred supplier list.

7.6 Advertising of Pricing Requests

- 7.6.1 Only the Purchasing Agent (or designate) has the authority to place advertisements for public calls for pricing requests.
- 7.6.2 All opportunities available with OCAD U that are required to be advertised publicly (valued at \$100,000 or more) will be posted and accessible on MERX™, an electronic tendering service.

7.7 Document Costs

- 7.7.1 If significant costs are incurred to produce or advertise pricing requests, a document request fee may be charged to prospective bidders.

7.8 Receiving and Opening of Bids

- 7.8.1 The Finance Office is the only department of OCAD U authorized to accept bid packages. Upon receipt by the Purchasing Agent, bid packages are date and time stamped, with receipts issued upon request.
- 7.8.2 All bid packages received after the deadline are stamped "late" and either refused, or returned to the supplier unopened.
- 7.8.3 Bids submitted after the posted deadline will not be considered.
- 7.8.4 Bid documents received/opened by any department other than the Finance Office are deemed invalid and also returned to the supplier.
- 7.8.5 RFQ, RFP, RFT and public tenders are opened by the Purchasing Agent (or designate) in the presence of at least two (2) representatives from the requisitioning department.
- 7.8.6 All bid documents are retained in recoverable form by the Finance Office for a minimum of seven years.

7.9 Evaluation and Award

Evaluation Team

- 7.9.1 An evaluation team, consisting at minimum of the Purchasing Agent (or designate) and two (2) members of the requisitioning department will review each submission, using the predetermined selection criteria as published.
- 7.9.2 The Purchasing Agent is knowledgeable in the areas of legal and legislative compliance issues and is equipped to assist in determining appropriate terms, conditions and award criteria.
- 7.9.3 The mandate of team members, representing the requisitioning department, is to provide expertise on the goods and services required, including technical specifications, if any.
- 7.9.4 For each submission, evaluation team members are required to complete an evaluation matrix, scoring each bidder. Evaluation team members are advised that everything they say or document must be fair, factual, fully defensible, and may be subject to public scrutiny.
- 7.9.5 After the evaluation team completes its review, the evaluation and final decision are filed with the PO/PC in the Finance Office.

Scoring

- 7.9.6 Generally, the award of a public tender bid must offer OCAD U the best combination of price, quality, specification compliance, terms, conditions, experience and any other criteria directly related to the procurement. Specific key measurement criteria and priority of requirements, as determined appropriate by the Evaluation Team, will be supplied within the bid documents provided at the time of issue.
- 7.9.7 OCAD U is not obligated to accept the lowest priced bid; awards will be based on the highest scored submission as determined by the fulfillment of mandatory requirements published within the bid document.
- 7.9.8 No additional options or alternatives proposed that have not been expressly requested will be considered during the scoring process.
- 7.9.9 The method for resolving a tie-score will be included in the evaluation criteria as published in the call for tender. Tie-break criteria are subject to the rules of non-discrimination defined in 7.5.10.
- 7.9.10 As a public institution, OCAD U may at any time be required to justify the award of a purchase. In accordance with OCAD U's legal responsibility and for record purposes, the scoring report of each bid is attached to the bid package and retained by the Purchasing Agent in the Finance office for a period of seven years.

Award

- 7.9.11 Contract award notification will occur after the agreement has been executed. The Purchasing Agent is responsible for posting the award notification in the same manner in which the bid document was distributed, or as specified within the bid document.

- 7.9.12 Details concerning the successful supplier, the term (start and end dates) of the awarded agreement, including any options for extensions, and the total agreement value will be described within the posted award notification document.
- 7.9.13 A formal agreement or contract (as described within the bid document) must be established/executed in a signed written purchase contract/purchase order before commencement of services or provision of goods.

Related Documents:

Appendix B: Purchase Order Standard Terms & Conditions

- 7.9.14 Where an immediate requirement exists for the services or goods, a letter of intent or interim purchase order may be used while finalizing the contract.

Conflict of Interest & Non-Disclosure

- 7.9.15 Any person involved in the public tender or evaluation process will be required to sign a non-disclosure agreement (“NDA”) and conflict-of-interest disclosure (“CID”) for each evaluation in which the person will participate in advance of submissions being reviewed. Both signed documents will be retained by Finance along with the original bid submissions.

Related Documents:

Appendix D: Conflict of Interest Disclosure and Review Procedure and Appendix E: Evaluation Committee Participant Conflict of Interest and Non-Disclosure Agreement

- 7.9.16 Should a conflict of interest exist that may impinge, or may reasonably be deemed by others to impinge, on the individual’s impartiality, that individual should immediately declare a conflict of interest in writing to his/her supervisor. After further review, if an actual conflict of interest exists, the team member must withdraw immediately from the process and relinquish related duties to a supervisor or designate.

7.10 Supplier De-briefing and Bid Protest Procedures

- 7.10.1 Suppliers who have submitted a response to an RFP or RFQ, valued at \$100,000 or greater, are entitled to schedule a debriefing session to discuss the content and evaluation of their submission following the contract award. Any suppliers who wish to request a debriefing session must schedule an appointment with the Purchasing Agent within 60 calendar days of written notification of their entitlement. A written confirmation of appointment will be provided by the Purchasing Agent.

- 7.10.2 The debriefing team will consist of the Purchasing Agent and at least one other evaluation team member. Once established, the debriefing team members will remain constant until all requested sessions have been completed. Separate sessions will be held for each supplier.

- 7.10.3 Debriefing sessions will consist of:

- An overview of the evaluation process, as described in the original procurement document;
- A review of the supplier’s evaluation matrix and/or ranking;
- Suggestions for improved submissions; and
- Feedback and questions from the supplier regarding their evaluation or the procurement document.

The content of other bidders’ submissions will not be disclosed during the debriefing session as it may contain confidential third-party organization proprietary information subject to the mandatory third-party exemption under the FIPPA.

- 7.10.4 OCAD U adheres to the bid protest procedures and dispute resolution processes as detailed in the *Agreement on Internal Trade (AIT)* and the *Ontario-Quebec Procurement Agreement*.

Related Documents:

Appendix C: Links

C. PURCHASING CARDS

8. Purpose

8.3 The purpose of the purchasing card program is to:

- Streamline the purchase of specific low-value goods and services, up to \$500 in value;
- Enable cardholders to purchase goods and services up to \$500 without a Purchase Requisition ("PR") or Purchase Order/Purchase Contract ("PO"/"PC"); and
- Reduce the time and paperwork associated with purchases up to \$500 in value.

8.4 Unlike traditional credit cards, the OCAD U purchasing card has specific restrictions on its use. It is programmed for purchasing goods and services up to \$500 per transaction and up to a monthly limit of \$2000. Deans' and Managers' cards have no individual transaction amount limit, and have a \$5000 monthly limit. The President's, Vice-Presidents' and Purchasing Agent's cards also have no transaction limits and have a \$10,000 monthly limit.

9. Eligibility

9.3 The employee's Supervisor is required to provide a written authorization for a card to be issued.

9.4 An Individual Cardholder Application Form, available from the Purchasing Agent (OCAD U's Purchasing Card Coordinator), must be completed and returned to the Purchasing Agent for processing.

9.5 Upon receipt of the card, the employee must review and sign an OCAD University Visa Purchasing Card Employee Acknowledgement Form (*Appendix G*) and return the document to the Purchasing Agent, to be kept on file.

10. Cardholder Responsibilities

10.3 The purchasing card is the property of OCAD University and is to be used only for University business purposes, in accordance with established OCAD U's Purchasing Policies & Procedures.

10.4 The University assumes responsibility for payment of eligible purchases made with the card; however, the individual cardholder is responsible for the card's safekeeping.

10.5 Cards cannot be transferred to, assigned to, or used by anyone other than the designated cardholder.

10.6 Although the card is issued in an individual's name, it does not affect personal credit.

10.7 Abuse of the card or failure to follow purchasing card procedures may result in revocation of the card and/or other consequences, including disciplinary action.

10.8 The cardholder must return his/her card to their Supervisor or the Purchasing Agent in the event of termination of employment, card expiration, or revoked card privileges.

11. Supervisor's Responsibilities

11.3 It is the responsibility of the Supervisor to:

- Identify and approve specific employees as cardholders via formal written request;
- Monitor the use of department/program purchasing cards;
- Question the business nature of the charges incurred by the cardholder;
- Verify adequate funds are available prior to commencement of the purchasing process; and
- Notify the Purchasing Card Coordinator of any cards requiring deactivation due to sabbatical, long-term disability, leave of absence or any other reason.

12. Finance Office Responsibilities

12.3 It is the responsibility of the Finance Office to:

- Process monthly purchasing card invoices;
- Review monthly billing statements from the card issuing company for any unusual activity;
- Ensure appropriate charges are made to the proper account codes as determined by the individual cardholder's Supervisor; and
- Provide assistance in the administration of purchasing cards.

13. Card Controls

13.3 Monthly statements, reconciled, with original receipts attached and appropriate account codes (G/L codes) assigned to each transaction, must be signed by the cardholder and Supervisor for approval.

13.4 Statements must be sent to the Accounts Payable/Receivable Clerk in the Finance Office by the 3rd Friday of each month.

13.5 Receipts: In order to complete the monthly reconciliation of statements, it is mandatory that cardholders obtain and retain all supplier documentation for any purchases made in person, by telephone or online using their purchasing card.

Examples of purchase documentation include:

- itemized supplier sales receipts;
- itemized packing slips;
- purchasing card charge slips with itemized product descriptions;
- business entertainment expenses which list parties in attendance and purpose of expense; and
- cardholder's monthly statement approved by the immediate supervisor.

13.6 For details of card inclusions and exclusions refer to *Appendix G: Purchasing Card Employee Acknowledgement Form*

14. Card Revocation

14.3 Policy violations which may result in the card being revoked include, but are not limited to:

- Using the purchasing card for non-University-related business or personal transactions;
- Failing to return purchasing card upon termination or upon request by the employee's supervisor;
- Failing to submit proper transaction documentation to the Finance Office in a timely manner;
- Failing to report lost or stolen cards to the Purchasing Card Coordinator;
- Transferring assignment of the card to another individual; and
- Repeatedly using the card for non-approved goods and services.

D. RELATED DOCUMENTS

Appendix A: Glossary

Best Value - The best combination of price, quality, specification compliance, terms, conditions, experience and supplier's reputation, as they apply to a particular purchase.

Bid - A supplier's response to a call for request for proposal (RFP), request for quotation (RFQ) or public tender.

Competitive Procurement - Procedures for developing procurement contract through a proposal or bidding process, the objective being to obtain fair, impartial, competitive bids.

Freedom of Information and Protection of Privacy Act (FIPPA) - Federal legislation stipulating a right of access to records held by public bodies and regulates how public bodies manage personal information.

Price Quotation - A comparison of price and other purchase criteria completed prior to the purchase of any goods or services totaling over \$5000 up to \$25,000.

Procurement - A supply contract, a services contract, or a construction contract.

Public Call for Tender - A publicly posted invitation to suppliers to submit a tender or proposal for the acquisition of goods and/or services.

Purchase Order/Purchase Contract ("PO"/"PC") - A document issued to an external supplier by the Finance Office to confirm specifications, purchase and delivery terms for a good or service.

Purchase Requisition ("PR") - A document completed by an OCAD U employee, with appropriate sign-offs, which is sent to the Finance Office to request the issuance of a PO/PC.

Request for Expression of Interest ("RFEI") - A document used to gather information on supplier interest in an opportunity or information on supplier capabilities/qualifications.

Request for Information ("RFI") - A document issued to potential suppliers to gather general supplier, service or product information. Suppliers are provided with a general problem or requirement and are requested to provide information or advice to better define the problem or requirement.

Request for Proposal ("RFP") - A document used for purchases that are not conducive to a price-per-unit quote. Suppliers are asked to prepare and submit a proposal that may include, but is not limited to, such details as pricing, design and specifications and implementation plans. It is a process that uses predefined evaluation criteria in which price is not the only factor.

Request for Quotation ("RFQ") - A document used to request pricing for specific goods or services from suppliers.

Request for Supplier Qualification ("RFSQ") - A document used to gather information on supplier capabilities and qualifications with the intention of creating a list of pre-qualified suppliers.

Request for Tender ("RFT") - A document used to request supplier responses to specific goods or service requirements based on stated requirements. Price and delivery are usually the determining factors for award.

Selection Criteria - The attributes of the best value quotation (i.e. price, quality, specification compliance, terms, conditions, experience and reputation) that apply to a specific call for tender.

Service Contract - A written agreement for the supply/performance of a service that may also include goods required to perform the service, but in which the service portion constitutes the majority of the cost.

Single Source - A non-competitive procurement process used for the acquisition of goods or services from a specific supplier even though more than one supplier is capable of delivering the same goods or services.

Sole Source - A single outlet for retaining a good or service where there is only one source capable of providing the goods or services.

Supplier - A company or individual that provides goods and/or services.

Supply Contract - An agreement for the purchase, lease or rental of goods and may include freight, installation and maintenance.

Vendor of Record ("VOR") - A procurement arrangement that authorizes OCAD U to select from one or more pre-qualified vendor(s) for a defined period on terms and conditions, including pricing, as set out in the particular VOR agreement.

Appendix B: Purchase Order Standard Terms & Conditions

1. By acceptance of this purchase order through commencement of work or delivery of goods the Supplier is accepting the conditions of the Purchase Order as written.
2. This Purchase Order has been issued in accordance with OCAD University's Purchasing Policies & Procedures.
3. The Supplier Guarantees that the articles and work supplied hereunder will be fit and sufficient for the purpose intended; that they will conform to the specifications, drawings or samples furnished or adopted by the Purchaser, and will be of good quality and free from defects in material and workmanship.
4. All goods are subject to the Supplier Guarantee as to accuracy, quality of material and quality of work. The Supplier shall permit the Purchaser to examine the goods at delivery, but taking delivery of such goods, or failure to make examination, shall not be construed as acceptance thereof.
5. OCAD U reserves the right to request insurance that meets the University's minimum standards. Required insurance may include comprehensive general liability, automobile liability, employer's liability and workers compensation. Suppliers shall bear the full cost of insurance.
6. All electrical equipment must be CSA (Canadian Standards Association) approved and marked.
7. If the shipment exceeds 200 lbs and/or 12 ft³, a shipping notice must be sent to the Purchaser prior to shipping. Storage charges if any shall be the responsibility of the Supplier.
8. All dies, tools, jigs, patterns, gauges and artwork, paid for by OCAD U, are the property of OCAD U and are to be delivered to OCAD U upon request by the Purchaser.
9. Payments will be made in Canadian Funds, unless otherwise indicated on the purchase order. If an invoice is returned for correction, the time for taking the discount will not begin to run until the date of the receipt of the corrected invoice by the Accounts Payable Department.
10. All payments will be made by cheque, unless otherwise agreed upon by the Supplier and the Purchaser.
11. Payment terms are Net 30 days, unless more favourable terms are offered by the Supplier, and accepted by OCAD U.
12. No charges for extras will be allowed unless they have been ordered on this purchase order or by a change order issued by the Purchaser.
13. Shipments must be made according to shipping instruction and FOB point indicated on order. If none is stated it is assumed that it is FOB – OCAD U (Toronto, Ontario) prepaid and allowed. Collect shipments will not be accepted by OCAD U, unless specifically noted on the purchase order.
14. For shipments originating outside of Canada, customs invoices must be supplied in triplicate and sent with the shipment. Suppliers must include NAFTA certificates for all qualifying goods; failure to do so may result in a duty charge back at the Supplier's expense. OCAD U also reserves the right to charge back excess brokerage charges due to incorrect shipment valuation on customs or freight documentation.
15. Material Safety Data Sheets must be provided, prior to or with the receipt of goods, for any hazardous materials included with an order. If data sheets have not been received, goods will be shipped back to the Supplier at the Supplier's expense.
16. Goods must be transported by the Supplier or Supplier's agent in accordance with all relevant federal and provincial legislation covering the handling and transportation of hazardous and dangerous goods.
17. OCAD U reserves the right to reject and return, at the Supplier's expense, any good in excess of the quantity ordered.
18. The Supplier shall not, except with written consent from OCAD U given by an appropriate authority in advance, release information relating to this order for advertising, promotional or technical purposes or otherwise give it publicly in any fashion, nor shall OCAD U's name be used for, or in connection with, any advertising or promotional purpose by the Supplier, except with OCAD U's advance written permission.
19. Any terms and conditions of the Supplier order acknowledgement that conflicts with OCAD U's terms and conditions shall be waived.
20. Orders for goods should be shipped in their entirety. Partial shipments are not allowed unless specifically requested in writing by the Requisitioning Department listed on the Purchase Order, or Purchaser, or with the written permission of the Purchasing Agent, in advance.
21. The Supplier shall be responsible for and shall save harmless and indemnify OCAD University from and against all loss, costs, damages, suits, claims and demands of every nature whatsoever arising out of or by reason of the performance or purported performance of the contract by the seller including, without limitation, those made or sustained in respect of property damage, personal injury (including death) and infringement of copy right, trademark, patent of invention, violation of provincial or federal regulation, or municipal ordinance.
22. In the event the Supplier shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed of the Supplier's property or business, the Purchaser may, at its option cancel this order.
23. This order shall be governed by the laws of the Province of Ontario.

Appendix C: Links

Professional/Purchasing Associations

Canadian Universities Reciprocal Insurance Exchange (CURIE)
www.curie.org

Ontario Educational Collaborative Marketplace (OECM)
www.oecm.ca

Ontario University Purchasing Management Association (OUPMA)
<http://www.oupma.ca/>

Canadian Association of University Business Officers (CAUBO)
http://www.caubo.ca/index_e.cfm

Ontario Association of Physical Plant Administrators (OAPPA)
<http://www.oappa.com/>

Association of Universities and Colleges of Canada (AUCC)
http://www.aucc.ca/can_uni/our_universities/ocad_e.html

Council of Ontario Universities (COU)
<http://www.cou.on.ca/>

Ministry of Finance

OntarioBuys, Provincial Supply Chain Guideline
<http://www.fin.gov.on.ca/en/ontariobuys/documents/scg.pdf>

Public Tenders

Merx Online Tender Resource
www.merx.com

Trade Agreements

Ontario-Quebec Trade Agreement
[http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/LkpWebContent/procurement.html/\\$FILE/accorde.pdf](http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/LkpWebContent/procurement.html/$FILE/accorde.pdf)

Agreement on Internal Trade (AIT)
http://www.ait-aci.ca/en/ait/ait_en.pdf

Appendix D: Conflict of Interest Disclosure and Review Procedure

A Conflict of Interest Disclosure (CID) must be completed and reviewed in circumstances where a contract for goods or services may be awarded to a person or firm in which a University employee, member of the Board of Governors, or an agent/consultant acting on OCAD University's behalf, has or may appear to have a material interest. It is the individual's responsibility to disclose such a conflict to their immediate supervisor (in the case of employees), or Chair, Board of Governors (in the case of Governors), in writing as soon as the conflict becomes apparent. The supervisor, or Chair, Board of Governors, will use their discretion and/or consult the Purchasing Agent as to whether such a conflict exists or, where a conflict does exist, determine the appropriate action required, which may include withdrawal or exclusion from related procurement activity.

Individual submitting disclosure for review:

First/Last Name: _____ Title/Department: _____

Email: _____ Phone/Extension: _____

Relationship with OCAD U (*Check One*)

OCAD U Employee Member, Board of Governors External Agent or Consultant/ Other, please describe: _____

DISCLOSURE STATEMENT

I currently have, or have had within the past two years, an affiliation with/or controlling financial interest in an organization with which the University does business. I hereby notify OCAD University that a conflict of interest may or does exist with respect to current or potential University procurement activity. I request my immediate supervisor, or Chair, Board of Governors, review the details of my interest or association with an organization that has or intends to pursue award of a purchase contract for goods and/or services with the University.

I have an interest or affiliation with: _____

Name and Location (City/Province) of Business or Organization

Details:

Signature: _____ Date: _____

Acknowledgement of Disclosure and Recommendations by Supervisor or Chair, Board of Governors:

Is the individual involved with procurement activity related to the identified organization? Yes No

If yes, is it recommended the individual withdraw/be excluded from procurement activity related to this organization? Yes No

Additional Recommendations or Comments:

Name: _____ Title/Department: _____

Signature: _____ Date: _____

Supervisor: All original signed disclosures must be submitted to the Purchasing Agent

Appendix E: Evaluation Committee Participant Conflict of Interest & Non-Disclosure Agreement

Project _____ Project/Bid# _____
Name _____ Title _____ Dept. _____
Email _____ Telephone _____

I understand my obligation not to divulge information received in confidence from bidders in connection with proposals, trade secrets, inventories, discoveries, and reports of a financial or technical nature.

After receipt of proposals, no information contained in any proposal or information regarding the number or identity of the proponents shall be made available to the public, or to anyone not having a legitimate interest therein.

Discussions with prospective vendors regarding a potential procurement and the transmission of technical or other information shall be conducted only by the Purchasing Agent (or, where appropriate, by Facilities Planning & Management).

I agree not to release to any individual or agency any information which I have obtained concerning the proponents, their proposals, and this evaluation process without the express written consent of the Purchasing Agent.

I will ensure that all proposals furnished to me for these duties, and all working papers relating to the evaluation or scoring of offers, will be turned in, in their entirety, to the Purchasing Agent, and that I have not copied nor reproduced any information.

I understand that anything I say or document as part of the bidder evaluation process must be fair, factual, fully defensible, and may be subject to public scrutiny.

I affirm that in the event that any business entity, in which I have holdings, financial interest, or an employment relationship, submits a proposal, I will notify the Purchasing Agent in writing and, where deemed appropriate, withdraw from participation in the evaluation.

I agree to adhere to OCAD University's Purchasing Policies & Procedures. Violations of the above ethics may be subject to adverse administrative or legal action.

I certify to the best of my knowledge, that a conflict of interest;

- Does **not** exist
- Exists and I am voluntarily withdrawing from procurement activity pertaining to this project. *(please provide further details)*
- May exist and request further review by the Finance Office. *(please provide further details)*

Comments:

Signature _____ Date _____

Finance Office: Where required, attach written authorization or withdrawal recommendation to this form and retain with bid documents.

Appendix F: Single/Sole Source Certification/Waiver and Direct Award Form

Purchase Requisition Number _____

Date _____

By affixing my signature hereto, I attest that one or more of the following conditions apply to this procurement, in accordance with provisions for single/sole source and direct award per OCAD U's Purchasing Policies & Procedures: *(Check all that apply)*

- No alternative or substitute exists that meet specific or unique technical or research requirements
- To ensure continuity, compatibility, or recognize exclusive rights to maintain specialized products or services
- An unforeseeable urgency exists
- The subject matter of the procurement is of a highly confidential or privileged nature
- To honour guarantees or warranties
- To fulfill lease or contractual requirements
- No or limited response to a competitive call for bids
- To purchase real property or original works of art
- Proprietary software systems or technology
- Strategic advertising or promotional placements
- Professional subscriptions/memberships
- Conference, course, workshop or seminar

Please provide details regarding procurement activity for this purchase, including a rationale for direct award for the specified goods and/or services sought:

Approval:

Requisitioner (Name)

Requisitioner Signature

Manager or Director (Name)

Manager or Director Signature

Vice-President (Name)

Vice President Signature

Note: Purchases over \$5,000 require a minimum of 3 written quotations (in case of equipment repairs, \$10,000 and over) unless one of the listed criteria applies. A written quotation documenting terms and conditions should accompany the Waiver in the case of direct award for purchases valued at \$5,000 and over. OCAD University purchasing policies and procedures are structured to meet all federal and provincial laws that govern competitive bidding practices in Canada and to protect both OCAD U and the individual purchaser from liability that could result from a challenge to a contract award. Therefore, if competitive quotes are not solicited or other direct award criteria apply, a signed Waiver must accompany the requisition forwarded to the Purchasing Agent. Please note that all direct award requests are subject to review prior to acceptance.

**OCAD University (OCAD U)
Visa Purchasing Card Employee Acknowledgement**

This document outlines the responsibilities I have as a holder of the U.S. Bank Canada VISA Purchasing Card for procurement. My signature indicates that I have read and understand these responsibilities, and agree to adhere to the policies and procedures established for the program.

- 1 The credit is intended to facilitate the purchase and payment of materials and services required to conduct official OCAD U business. I may not use the card for personal purchases.
- 2 Unauthorized use of the card can be considered misappropriation of funds. This could result in immediate and irrevocable forfeiture of the card and/or disciplinary action which may result in termination of employment.
- 3 I understand that the card must be surrendered upon termination of employment, whether for retirement, voluntary separation, resignation, or dismissal. I may also be requested to surrender the card for reasons not related to my own personal situation, such as reorganization.
- 4 I will maintain the card with appropriate security whenever and wherever I may use the card. If the card is lost or stolen, I agree to notify U.S. Bank Canada and the Purchasing Card Coordinator immediately.
- 5 The purchasing card is issued in my name. I will not allow any other person to use my card.
- 6 I understand that since OCAD U is responsible for payment, I may periodically be required to comply with internal controls procedures designated to protect the University's assets. This may include being asked to produce the purchasing card records for audit purposes.
- 7 I understand that I will receive a monthly statement that will include all activity during the previous cycle. I will resolve any discrepancies by either contacting the supplier or the Purchasing Card Coordinator as appropriate. I understand that I will be required to obtain a copy of the cash register receipt and/or packing slip and reconcile them with the monthly statement.
- 8 I understand that failure to submit completed and approved reconciliation forms for more than two (2) billing cycles will result in suspension of my purchasing card privileges.
- 9 I understand that all charges will be billed directly to and paid directly by OCAD U. I understand that U.S. Bank Canada cannot accept payment from me directly.
- 10 I understand that the charges made against my card are automatically recorded against the appropriate GL lines as specified by management. I agree to charge only those purchases consistent with the type of materials and services authorized by management.

Employee Signature: _____ Date _____

Employee Name: _____ Employee # _____
(Please Print)

Appendix H: Procurement & Payment Procedures for Contractors

1. Introduction

To ensure that contractors are paid in a fair and timely manner for work properly completed, OCAD U requires that the following procedures be followed for all work valued over \$500.00. Failure to comply with these requirements may result in delayed payment, or not being paid for work performed.

2. Prior to Commencing Work

2.1 Quotations: OCAD U requires a written quotation. The quotation must clearly indicate price, project location, scope of work, timing, limitations, if applicable, and expiry date. Material and labour costs must be shown separately. Quotation must be signed by a person authorized to sign on behalf of the Contractor.

2.2 Purchase Orders: Before beginning any work, the contractor must receive an OCAD U Purchase Order or Purchase Contract that confirms scope of work, timing and price. For work performed on a time and material basis, a Purchase Order for time and material must not exceed an estimated amount. Work started without a Purchase Order or Purchase Contract will not be paid.

3. Changes to Scope of Work

3.1 Changes: If there are changes to the scope of work, they must be approved in writing by OCAD U's Representative and a Change Purchase Order must be issued. No changes to the original scope of work will be acknowledged and paid for unless a Change Purchase Order is provided.

4. Following Completion of Work

4.1 Invoices: Invoices must be submitted within 30 days of completion of work. For work extending over several months, progress billings should be submitted monthly. Invoices must cross-reference the applicable Purchase Order number or Purchase Contract. Only original invoices will be processed. Faxed copies are not acceptable. Invoices submitted later than 120 days after completion will not be paid.

4.1.1 The contractor should endeavour to provide the invoice in the same sequence and order that was supplied on the purchase order or contract. Invoices must include the following information:

- invoice number
 - invoice date
 - Purchase Order or Purchase Contract number
 - description of goods and/or services and price
 - name and department of the OCAD U representative
 - taxes and duties where applicable
 - GST registration number
- Net 30 days payment terms, unless otherwise negotiated or where early payment discount terms have been offered and accepted

4.1.2 The original, and one copy of all invoices should be sent to:

OCAD University Finance Office, Accounts Payable
100 McCaul Street Toronto, Ontario
M5T 1W1, Canada

4.2 Inspection and Approval: The OCAD U Representative (initiator of job) must inspect all work performed before payments can be made. After inspection, the invoice will be signed, dated and submitted for cheque payment processing. If there are deficiencies, their associated cost may be deducted from the invoice. For progress billing, only the value of the work completed to date may be billed.