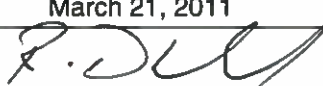


Procedure #	GA100P1
Related Policy Name & #	GA100
Approved by:	Vice President Finance and Administrative Services
Approval Date:	October 2, 2014
Replaces Procedure Dated:	March 21, 2011
Policy Holder Signature:	
Policy Holder:	Vice President Finance and Administrative Services
Admin. Contact(s):	Manager, Purchasing and Sustainability
Review Date:	March 2016

Purchasing Procedures

Purpose:

These procedures establish the principles for and the context within which the procurement activity will take place for the College in accordance with the Purchasing Policy.

Definitions:

See Appendix A

Procedures:

1. General

1.1 Purchasing Services and Sustainability shall be responsible for the purchase of all materials, equipment and services required by Humber, except land leases and acquisitions, insurance, employee fringe benefits and miscellaneous purchases by cheque requisition or Purchasing Card, or items exempt from this procedure, see (Appendix "B"), all in accordance with the Purchasing Policy, dated August 2008 and the Approval Authority Table below, Item #5.

1.2 Purchasing Services and Sustainability shall not make any purchase on behalf of employees or members of Humber.

1.3 Humber is committed to working collaboratively with other Colleges and Universities, and, where applicable, other public sector agencies, to develop cooperatives and shared services in a wide range of operations.

1.4 Humber is committed to working collaboratively with other public agencies to develop co-operatives and shared services where such are beneficial for Humber. Where Humber

agrees to participate and such collaborative initiatives involve a lead agency, the policies and procedures of the lead agency shall apply.

1.5 When procuring goods, services and facilities, Humber will incorporate, where applicable, criteria and features related to accessibility by or for disabled individuals. If applicable, procurement documents will specify the desired accessibility criteria to be met and provide guidelines for the evaluation of proposals in respect of those criteria. Where there is a need to incorporate accessibility criteria and features when procuring or acquiring specific goods, services or facilities, Humber will provide a written explanation, on request. If Humber determines it is not practicable to incorporate accessibility design, criteria and features when procuring goods, services or facilities, Humber will provide a written explanation, upon request. Such requests can be sent to: purchasing@humber.ca.

2. Purpose

2.1 The purpose of these Procedures is to provide Humber staff, customers and Vendors with guidelines, which govern the planning, acquisition and management of goods and/or services.

1.2 Following these Procedures enables Humber staff to deal with Vendors in a fair, open and equitable manner and provide customers with the right item, at the right time, at the best price, and in all cases with consideration to Sustainability.

3. Scope of Responsibilities

3.1 Purchasing Services and Sustainability provides one centralized purchasing point. Its responsibilities include:

3.1.1 The acquisition of supplies, materials, equipment and designated services;

3.1.2 The process of formal documentation for the procurement and the supply and delivery of goods and services, including but not limited to, professional services, construction projects, etc.

3.1.3 The acquisition of goods in accordance with standards, as applicable, that has been set by Humber, (i.e. computers that are supported by the Information Technology Department will be acquired). Exception(s) may be made in conjunction with the Information Technology Department.

3.1.4 Disposal of surplus equipment, in conjunction with the Facilities Management Department.

3.1.5 Disposal of equipment with memory (i.e. computers), in conjunction with Information Technology.

3.2 Purchasing Services and Sustainability's guiding principles are: to focus on service to Humber departments and staff; commitment to effective and efficient operations; openness to acceptance of customers and Vendors who will assist in meeting Humber's objectives; fairness in allocation of costs; compliance with the zero tolerance guidelines; and, governance and management according to ethical purchasing and operating practices.

3.3 To achieve this overall objective, Humber staff adhere to authorities and controls set forth in this purchasing procedure.

4. Term of Contract

A contract may be made in accordance with the need, but may not exceed the following terms:

4.1 An annual blanket order, or;

4.2 A long term contract, to a maximum of 5 years, awarded on the basis of 1 year firm and up to 4 optional years, being awarded each year based on favourable performance and pricing.

4.3 Long term contracts may exceed the maximum of 5 years firm where it is impractical to expect Vendors to set up and manage the contract for shorter terms, i.e. where significant start up costs are associated with the contract or where Humber deems it to be beneficial.

4.4 Contracts are subject to termination for failure to perform and or other circumstances that may arise.

5. Approval Authority Table

Procurement Authority (Who has the authority to acquire goods and services and sign for what)

A. Goods and Services

Value (exclusive of taxes)	Procurement Process	Authority
Up to \$3,500	<ul style="list-style-type: none"> Low Value Purchase Order (LVPO) Purchase Card <p>Where possible, 3 verbal quotes are</p>	Authorized Budget Holders

	recommended	
>\$3,500 – up to \$100,000	<ul style="list-style-type: none"> Purchase Order By invitation to a minimum of 3 bidders and/or posting on internet for open public access	Manager, Purchasing Services & Sustainability Or 1 level up
>\$100,000	<ul style="list-style-type: none"> Purchase Order Posting on internet for open public access	President or Divisional Vice Presidents

*Consulting services and capital assets excluded; responses to emergency needs are excluded from the normal procurement process

B. Construction Projects

Before any major construction project is awarded, management and/or Board of Governors' approval must be obtained.

Value (exclusive of taxes)	Procurement Process	Authority
Up to \$500,000	<ul style="list-style-type: none"> Purchase Order Posting on internet for open public access	Divisional Vice President
\$500,000 - \$1,000,000	<ul style="list-style-type: none"> Purchase Order Posting on internet for open public access	President
>\$1,000,000	<ul style="list-style-type: none"> Purchase Order Posting on internet for open public access	Board of Governors

C. Consulting Services

Definitions:

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

Consulting Services – the provision of expertise or strategic advice that is presented for consideration and decision making.

Value (exclusive of taxes)	Procurement Process	Authority
\$0 - \$100,000	<ul style="list-style-type: none"> • Purchase Order or Contractual Agreement By invitation to a minimum of 3 bidders and/or posting on internet for open public access	Manager, Purchasing Services & Sustainability
>\$100,000	<ul style="list-style-type: none"> • Purchase Order or Contractual Agreement Posting on internet for open public access	President or Divisional Vice President
Non-competitive Consulting Contracts Awards		
\$0 - \$100,000		President
>\$100,000		Board of Governors

Signing Authority by Vice President, or designate, shall be by way of the “Procurement Award Report”, available from Purchasing.

Request for Expression of Interest, Request for Information and Request for Pre-Qualification will be in accordance with the dollar limits as set out above and the applicable dollar amount of the document and related signing authority.

6. Prohibitions and Compliance

6.1 No purchase of goods and/or services shall be made where quantity or delivery is divided or in any other manner arranged so that the price or value of the goods and/or services is artificially reduced. Where the goods and/or services of the same kind or type are required in connection with one project, all of those goods and/or services shall be included in determining the price or value and the appropriate process to be followed.

6.2 No goods and/or services shall be requisitioned unless the goods and/or services are legitimately required for the benefit of Humber.

6.3 To the best of the person’s knowledge and belief, the funds for the purchase of goods and/or services are available within an approved budget.

6.4 This purchasing procedure shall apply to the purchase of goods and services with a requisition, purchase order and/or Procurement Card.

7. Competitive Purchasing

7.1 Supplies, equipment, and services must be acquired through a competitive process that ensures the best value for the funds expended to meet the specific needs and promote fair dealings and equitable relationships.

7.2 Appropriate terms, conditions, parameters, waiver options and approval requirements necessary must be established and documented. All requirements must be clearly articulated throughout a bidding process to ensure an open and transparent competition.

8. Purchasing Methods

8.1 Contracts for goods and/or services including consulting or specialty services, for up to \$100,000, shall be acquired using the Request for Quotation or Request for Proposal process and be awarded in accordance with the Approval Authority Table.

8.2 Contracts for goods and/or services, including consulting or specialty services, over \$100,000 shall be acquired using the Request for Tender or Request for Proposal process and be awarded in accordance with the Approval Authority Table.

See Appendix "B" for exemptions to the above.

8.3 One time, low dollar purchases, not to exceed a total spend of \$3,500, non-capital funds, that cannot be processed on a P-card, may be purchased by designated staff on a Low Value Purchase Order.

8.4 The approval requirements shall not apply in the event of an emergency which includes, but is not limited to situations where a risk to health and/or safety of students and/or staff exists or situations where a risk exists of imminent damage to any of Humber's sites, properties or facilities.

8.5 In Construction related work, where time is of the essence, staff may be directed to conduct a less formal competitive process.

8.6 All dollar figures are exclusive of applicable taxes, freight and delivery charges.

9. Purchase Types

9.1 Standing Orders (Blanket Purchase Orders)

Before any external purchases are made, consider whether the requirements can be fulfilled through a Standing Order. It is mandatory that the existing Standing Orders be utilized in order to take advantage of volume economies and honour Humber contractual obligations with established Vendors. A list of Standing Orders will be available in a report as desired.

9.2 Low Dollar Purchases (Under \$3,500)

Low value purchases up to a \$3,500 limit may be made using Petty Cash, Low Value Purchase order and/or the Purchase Card System.

9.3 Unique Purchases (Over \$3,500)

Purchases over \$3,500 not covered under a Standing Order should be submitted as a requisition to Purchasing for purchase order processing.

9.4 Informal Quotations

Purchases with a value of less than \$25,000 may be made without a formal quotation. Delegated staff may obtain competitive quotations by fax or email. A minimum of 3 written bids must be obtained, where at all feasible. Purchasing will prepare the purchase order upon receipt of the requisition and the three (3) quotations.

9.5 Formal Quotations

Purchases over \$25,000 but less than \$100,000 shall be done by purchasing staff as a Formal Request for Quotation (RFQ) or a Request for Proposal (RFP). Humber will make every attempt to receive a minimum of three (3) competitive bids.

9.6 Sealed Tenders / Requests for Proposals

Purchases over \$100,000 shall be made by purchasing staff as a Formal Request for Tender (RFT) or Request for Proposal (RFP) and opened in public where practical. All RFTs and RFPs over \$100,000 shall be posted on a nationally accessible electronic bulletin board, except as exempted in Appendix "B", "Exemptions to the Purchasing Procedure".

9.7 Request for Expression of Interest / Request for Information

Request for Expression of Interest, or Request for Information will be issued by purchasing staff where the specifications of the goods and/or services are not specifically defined and obtaining the desired interest or information from the marketplace is in the best interest of Humber.

9.8 Foreign Orders

All orders to vendors outside of Canada, regardless of amount, must be submitted

through Purchasing to ensure that imported goods are properly cleared through Canada Customs.

9.9 Change Order

Awards are made based on the lowest qualified bid in a competitive process. At times, most often related to construction projects there is a cause for a change in the scope of work that may increase or decrease the value of the project. All change order(s) increases are subject to budget approval prior to proceeding. When there is either an increase or a decrease, the user group must notify Purchasing to have the purchase order amended accordingly.

10. Proposal Evaluation

10.1 Proposal evaluation will be completed by a minimum of three (3) staff members, including one (1) member being from the Purchasing Department and one (1) member being from the user Department.

10.2 The evaluation matrix must be completed and the applicable scoring matrix assigned prior to the closing date and time.

10.3 The award of Proposals may incorporate, but are not limited to, any of the following items during the scoring phase:

10.3.1 Responsive and responsible Bidders.

10.3.2 Compliance with mandatory items as described in the document.

10.3.3 Financial resources of the Vendor.

10.3.4 Capacity of the Vendor to meet Humber's needs with respect to schedules, delivery dates, etc.

10.3.5 Experience of the Vendor to meet the requirements of the document.

10.3.6 Pricing and/or fees.

10.3.7 Specific requirements as detailed in the document and specific to the current need.

10.3.8 Staffing capacity.

11. Requisition Review

11.1 Purchasing shall have the responsibility and authority to review specifications and sources within the following guidelines:

11.1.1 The requisitioner(s) and/or user committees and Purchasing staff shall be jointly responsible for developing a list of acceptable Vendors of a specific product or service, whenever necessary, with the requisitioner being responsible for the technical aspects of the requirement and Purchasing being responsible for the documentation aspects.

11.1.2 It shall be the responsibility of Purchasing to review the specifications of each purchase requisition. This review shall include, but not be limited to:

- Requests for “single or sole source / direct negotiation” purchases;
- Requests for goods of a quality that seem to be greater than required;
- Requests for goods of a quality that seem to be less than required;
- Requests for material which seems inconsistent with the requirement;
- Requests that do not conform to established standards;
- Documentation.

12. Specifications

12.1 The user group is responsible to provide detailed specifications of the goods and/or services required in the preparation of the request for pricing. Purchasing will assist the user group in any capacity that may be available such as previous document specifications or searching the marketplace as applicable and as desired by the user group.

12.2 There are five major types of specifications:

12.2.1 Work Statement: Describes the goals and objectives of what is to be accomplished and leaves the determination of the methodology and products or services needed to meet the goals and objectives to the Vendor.

12.2.2 Functional: Describes the customer’s application and the conditions under which the customer is applying the product or service.

12.2.3 Performance: States the performance requirements expected of the end item when delivered and tested under the conditions set forth in the specification.

12.2.4 Design: Describes a product or service that already exists.

12.2.5 Process: Describes the method of attaining the acceptable end product or service.

12.3 All Products sold to Humber must be manufactured under fair labour practices.

12.4 Purchasing reserves the right to conduct any test/inspection it may deem advisable to assure that supplies and services conform to the specifications.

13. Standardization

13.1 Standardization is a management decision-making process that examines a specific common need or requirement and then selects a product or service that best fills that

need to become the standard. Wherever possible, when more than one application exists for any equipment, product or service, a standard will be established.

13.2 An industry standard is a product that is manufactured to the same specifications by many firms. The key is the commonality of specifications among many competing firms.

13.3 Characteristics of an industry that is standardized include a large number of Vendors, manufacturing common products, often on highly specialized machinery, usually in large volumes. Such an industry is frequently quite competitive, and standard products are normally widely available. Also, the specialized machinery and large volumes typically ensure that such products are less expensive than similarly functioning custom products.

13.4 For these reasons, every effort should be made to select and specify industry standard products whenever possible.

14. Safety

The Vendor shall comply with all applicable laws and by-laws including without limitation, the Workplace Safety Insurance Act, the Occupational Health and Safety Act, and the Human Rights Code, as amended from time to time. Any breach(s) of any applicable laws or by-laws, whether by the vendor or any of its subcontractors, may result in the immediate termination of the Contract and forfeiture of all sums owing to the vendor by Humber. The following list of safety statements will apply, where applicable, or additional statement(s) as added to bid submission documents as issued by Humber.

14.1 Where applicable, certain equipment may be required to be equipped with a three wire U-ground power cord.

14.2 All electrical equipment must be Canadian Standards Association (CSA) and/or Hydro Electric Power Commission of Ontario (HEPCO) approved for institutional use and labelled accordingly.

14.3 Vendors and/or contractors must comply with Occupational Health and Safety Act regulations. All employees and sub-contractors will have received health and safety training appropriate to their trade and will be able to provide proof (see also "Appendix C" attached, Occupational Health and Safety).

14.4 In accordance with the Workplace Hazardous Materials Information Systems requirements, Vendors must submit current Material Safety Data Sheets for all "controlled" products.

14.5 "Controlled" products must bear an appropriate W.H.M.I.S. label on each container.

14.6 Vendors and/or contractors shall comply and shall ensure that any sub-contractors (where applicable) will comply with the Workplace Safety & Insurance Act requirements. Contractors shall be held responsible for any sub-contractors where such are permissible by Humber.

14.7 Successful Vendors and/or contractors working on Humber property must provide a W.S.I.B. certificate of good standing before a contract can be awarded. Such certificate must be provided, on or by each anniversary date of the contract, each year that the contract is in place.

15. Environmental Protection

15.1 Committed to liaising with Humber and community environmental groups and Vendors, Humber will strive to source, promote and support products and services that are environmentally sound.

15.2 Humber supports environmentally responsible products and services. Notwithstanding price, Humber may give preference to environmentally responsible products and services. Consideration will be given to products and services that:

15.2.1 Are durable, reusable and contain maximum recycled content.

15.2.2 Eliminate or reduce waste.

15.2.3 Are independently recognized for meeting high environmental standards.

15.2.4 Are purchased from Manufacturers and Vendors that have a registered environmental management system.

15.2.5 Meet health and safety standards.

15.2.6 Are competitively priced.

15.2.7 Reduce/eliminate disposal fees or can be reused at the end of their life cycle.

16. Vendor Selection

16.1 The selection of Vendors requires consideration of several factors:

16.1.1 In making the selection, Purchasing will co-ordinate closely with other departments to obtain adequate and reasonable specifications. Whenever possible, identification of brand names, or sufficient detail, shall be provided to set the standard and ensure open and fair bidding practices.

16.1.2 Purchasing will endeavour to place orders with regard to the dependability and service record of the Vendor, the nature of the guarantee and warranty of the product, its price, and the quality. Preference (no priority is intended) should be given to the following types of Vendors, providing this involves no sacrifice in quality, service, or price:

- Vendors who meet mandatory requirements;
- Vendors with adequate financial strength;
- Vendors who have a reputation for adhering to specifications;
- Vendors who adhere to their delivery schedules;
- Best price;
- Other considerations such as Fair Labour Practices and environmentally responsible processes.

17. Vendor Relations

17.1 It is our policy to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all our dealings. At all times, applicable laws must be scrupulously observed. In this regard, the following should be observed when dealing with Vendors and their representatives:

17.1.1 Accord prompt and courteous reception, as well as fair and equal treatment, to all Vendors and their representatives;

17.1.2 Guarantee the confidentiality of all specifications and price quotations made by Vendors, never disclose pricing from a competitor (subject to the tender opening process and Freedom of Information restrictions);

17.1.3 Avoid putting a Vendor to unnecessary expense or inconvenience on returned goods;

17.1.4 Explain as clearly and fully as possible to Vendors the reason for rejections or unsuccessful presentation of their bids/proposals and never disclose competitor pricing;

17.1.5 Remain free from obligations to any Vendor;

17.1.6 Keep informed about sources of supply, methods, services, and materials, and encourage their testing;

17.1.7 Keep Vendors informed about purchasing customers' needs, on request;

17.1.8 If, for any reason there is a re-quote, competitors will be given the same opportunity. Re-quoting will be restricted to an absolute minimum.

18. Vendor Obligations

18.1 During the competitive bidding process, Vendors are expected to fulfil the following basic responsibilities:

18.1.1 Handle all written and personal communications directly with Purchasing unless otherwise instructed.

18.1.2 Conduct negotiations ethically, without attempts to influence through offering gifts.

18.1.3 Make available through Purchasing all technical or engineering systems, policies or services that might improve present or future use of Vendor's products and services.

18.1.4 Advise Purchasing of any new products or services as soon as such information is available.

18.1.5 Avoid putting Purchasing to unnecessary expense and inconvenience.

18.1.6 Inform Purchasing of changes in economic or other conditions that might affect purchasing or operating decisions.

18.1.7 Complete and sign all applicable portion(s) of the bid solicitation document.

19. Vendor Litigation against Humber

Humber will not conduct business with any Vendor currently engaged in litigation against Humber.

20. Process

20.1 Advertising Public Tender / Proposals

All Requests for Tenders and Requests for Proposals over \$100,000 will be advertised on a nationally available electronic bulletin board system(s). Vendors may also be invited to bid directly.

20.2 Submission Procedures

All bids must be compliant with all mandatory items described in the document.

20.3 Bonding and/or Bid Submission Deposits

The appropriate bond(s) and/or bid submission deposit, if requested, must accompany the submission.

20.4 Last Date for Submitting Bids

20.4.1 Bidders are requested to submit the number of copies as specified in the particular document. The document must be submitted on the enclosed form and in a sealed envelope clearly marked with the company name, document number and document title and delivered to Purchasing on/or before the date and time specified in the document.

20.4.2 Late bids will be returned to the bidder, unopened.

20.5 Right to Cancel / Proceed with Part

Humber reserves the right to reject any or all bids at its sole discretion. In addition, Humber reserves the right not to proceed with the requirement in its entirety or to proceed with only part thereof, for any reason whatsoever, without any obligation or liability to any bidder.

20.6 No Liability for Expenses

Humber will not be responsible for, nor reimburse bidders for, any expenses incurred by any bidder in the preparation and submission of its bid.

20.7 Inquiries

20.7.1 Any bidder who has questions as to the meaning of any part of a document or who believes the document contains any error, inconsistency or omission should make an inquiry prior to the date specified requesting clarification, interpretation or explanation in writing to Humber. The inquiry should be addressed in writing to the person specified in the document. All inquiries shall be received by Humber by the date specified in the document. Where applicable, answers will be issued via an addendum, to all participating Vendors.

20.7.2 Humber reserves the right to distribute questions and answers to all bidders.

20.8 Changes to the Document

Any changes or revisions will be issued as a formal addendum to all bidders.

20.9 Irrevocable Response

The bid submitted is irrevocable by the bidder and will remain in effect and open for acceptance for a minimum period of 90 days, unless otherwise specified, after the last day for the submission of bids.

20.10 One Submission

Each bidder may submit only one submission. Each bid may contain more than one option, unless otherwise stipulated in the document.

20.11 Changes to Bids

No alteration will be accepted after the specified closing date and time for a submission. However, the bidder may alter or withdraw their submission in writing, addressed to Purchasing at any time before the closing date and time. The person authorized to sign on the bid must initial changes and/or corrections.

20.12 Verbal Information

No information given orally by Humber or by means of telephone will be binding nor will it be so construed as to change the requirements of a document in any way.

21. Pricing

21.1 Pricing submitted must include all duties, excise taxes, and the Harmonized Sales tax. Prices must be quoted F.O.B. destination, unless otherwise indicated.

21.2 The bidder with the lowest quoted price will not necessarily be selected. While price is an important element in the selection process, it is to be clearly understood that there are many other factors that Humber will consider in examining bid submissions.

21.3 Humber intends to award contracts to bidders whose submissions are most acceptable from a credibility, contractual, and service point of view, and who also have the lowest total cost and/or the highest overall score.

21.4 Partnerships with Other Institutions

It is the intent of Humber that other institutions be allowed to participate in contracts as a result of any document issued by Humber. All interested organizations must agree to participate from the beginning of a particular document process, and continue to participate for the length of the contract period. All requirements must be submitted to Humber prior to the document being issued.

21.5 Information Documents

All requirements, designs, documentation, plans and information documents obtained by the bidder in connection with a bid are the property of Humber and must be treated as confidential and not used for any other purpose than replying to the document and the fulfilment of any subsequent contract. Upon request of Humber, all such designs, documents, plans and information shall be returned to Humber.

21.6 Award to More Than One Bidder

Humber reserves the right to award the contract to one bidder or as many bidders as deemed necessary to fulfil the anticipated requirements of the contract.

21.7 Evaluation of Submissions

Submissions will be evaluated according to all relevant criteria contained in each particular document. Humber intends to evaluate submissions based on price, product quality and past performance, delivery and payment terms or any combination thereof, at its sole discretion. Humber reserves the right to evaluate pricing offered based on the combined total cost of the items bid or separately.

21.7.1 Evaluation of documents may include the following:

- Bid is appropriately received;
- Bid meets all mandatory requirements;

- Bid meets optional/desirable requirements;
- Schedule compliance;
- Skills/experience/capability;
- Price/quality/value analysis;
- Social and environmental factors;
- Value added services.

21.8 Life Cycle Costing:

Humber is committed to considering life cycle costs in the evaluation of bids for goods and services. This type of evaluation takes into consideration the total cost of performing the intended function over the lifetime of the task or piece of equipment. Such considerations could include initial cost, frequency of repair, downtime cost, skilled labour requirements, material waste, cost of consumables, where applicable, maintenance & repair contracts, energy use, length of useful life and salvage value/disposal costs.

21.9 Evaluation

21.9.1 Documents will be evaluated based on bidder "responsiveness" and "responsibility" according to the following criteria:

- Responsive Bidder - means one who submits a bid which conforms in all material respects to the invitation to bid.
- Responsible Bidder - means one who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

22. Award of Contract

22.1 Upon request of Humber, a bidder whose submission is under consideration for the award of a contract shall promptly submit satisfactory evidence of financial resources, experience of the organization and its staff, and equipment available for the performance of the contract. In addition, a technical question and answer interview may be conducted, if deemed necessary, to clarify or verify the bidder's submission and to develop a comprehensive assessment of the submission.

22.2 The award of any contract, or any part thereof, will be made in writing and may be subject to the Successful Bidder entering into a contract and providing any documentation, so noted in the original document that is satisfactory to Humber. Provided however, and it is expressly understood and agreed, that upon the acceptance of the submission by Humber, the said submission shall, with the said Conditions and Specifications, constitute a valid and binding contract whether or not a formal contract and bonds with sureties be required. If it appears to Humber that the submission will be adversely affected because timely signing of a contract acceptable to

Humber will not take place, Humber reserves the right to award the contract to the next ranked qualified bidder.

22.3 On request, unsuccessful bidders will be provided with the name of the successful bidder and reasons for non-acceptance of the unsuccessful bid. Any information provided must comply with the Freedom of Information and Protection of Privacy Act. All such requests must be received in writing by Purchasing.

23. Common Purpose Procurement

23.1 Common Purpose Procurement (CPP) is a competitive procurement process for selecting private sector partners to work closely with Humber to identify, design, develop and implement new ways of service delivery to meet specific client needs.

23.2 The CPP process may be used for both information technology and other complex business projects, but only in the defined circumstances outlined below where traditional procurement processes do not work well:

23.2.1 Where detailed requirements and potential solutions are not sufficiently defined for the selection of a vendor to be based on lowest evaluated cost; or

23.2.2 Where Humber does not have the appropriate mix of time, money and skills to develop its own solution, and therefore, requires private sector expertise and resources to work with Humber in a multi-stage process to achieve the desired business result.

A project using the CPP process must possess all the following features:

- A strong common cause for mutual gain;
- A defined business problem or opportunity, project scope and set of desired business results;
- A sharing by both the participants and Humber of the risks, investment and rewards of the project;
- A Humber team experienced in project management and willing and able to work with vendors in a collaborative peer-to-peer relationship.

23.2.3 CPP uses a three-stage evaluation process to select a vendor-partner.

- Stage 1: Vendors submit brief written proposals in response to an RFP. The proposals are evaluated based on the vendor's demonstrated experience and expertise, approach, and willingness to share risks, investment and rewards of the project.
- Stage 2: Short lists of vendors make oral presentations to provide details, demonstrate why they should be selected and why they want to be selected.
- Stage 3: The successful vendor is chosen by consensus on the basis of the

oral presentation. The evaluation team must be comprised of both interested and impartial staff to ensure that there is no real or perceived bias.

24. Invoicing

24.1 Humber will have full responsibility for payment of all invoices related to the purchase of goods and services completed by, or arranged through Humber. Payment for goods/services will only be made following evidence of receipt by end-users.

24.2 Only original invoices will be processed for payment.

24.3 Unnecessary pre-payment for goods/services is prohibited.

25. Payment Processing

Payments to all Vendors will be processed through Electronic Funds Transfer (EFT) wherever possible. New Vendors must complete the application form to have their bank account data on file for the payment processing.

26. Inspections and Defects

26.1 Accurate specifications help to assure receipt of proper quality and service. Humber attempts to secure the best quality for the intended purpose and is expected to work with customers to obtain adequate specifications that are:

- 26.1.1 Simple, clear, and exact so that a Vendor clearly understands them;
- 26.1.2 Capable of being checked, including a description of the inspection methods to be used, where applicable;
- 26.1.3 Reasonable intolerances;
- 26.1.4 Capable of being met by several bidders;
- 26.1.5 Flexible, to encourage Vendors to suggest cost-saving alternatives or substitutes.

26.2 Sound receiving and inspection policies mark the starting point for preserving Humber's rights against Vendors and are essential to successful settlement of claims for shortages or damages to shipment. Early detection of defects or obvious failures to comply with specifications will permit Humber to secure a replacement at the Vendor's expense and put Humber in a more favourable position if a claim develops.

27. Material Returned to the Vendor

27.1 Occasionally it becomes necessary to return materials ordered because the goods are no longer required, excess materials are ordered, or the materials received are not acceptable.

27.2 A request for the return of goods will be directed through Purchasing. Humber will identify each item being returned, and the original purchase order number and original Vendor. The return of goods will be negotiated and any restocking charges or other damages due the Vendor will be charged back to the department originally cited. The Vendors will promptly process invoice credit for payments already made.

28. Failure to Perform

In the event of failure, neglect or refusal by the successful bidder to make such deliveries and/or provide services as required, the Manager of Purchasing upon giving three (3) days notice of its intent to terminate, shall have the right to terminate such contract and proceed to purchase the products/services required from any source and may hold the delinquent Vendor liable for any additional costs incurred in the redirection of such contract.

29. Waiver of Contract Provisions

Any failure of Humber to insist upon strict performance of one or more of the provisions of a contract shall not be construed as a waiver of that or any other provision, or as a waiver of any claim Humber has to damages or for other relief due to any prior or subsequent breach or with respect to termination.

30. Dispute Resolution

Where a dispute arises, resolution will be made by the staff named on the purchase order. Where the resolution cannot be resolved, Purchasing shall be contacted to resolve the issue with the Vendor.

31. Appeals

If no satisfactory resolution has been reached with the staff, the Vendor shall appeal, in writing, to the Manager of Purchasing Services and Sustainability. The Manager's decision shall be final and conclusive.

32. Preferences

Notwithstanding any inter-provincial or federal agreements, preference will be given as follows:

32.1 Local - If all factors, quality, service and price are equal, Humber will purchase equipment, supplies and/or services from the Vendor who maintains a business office or manufacturing plant within Humber's jurisdiction.

32.2 Ontario - After local preference, Humber will, all factors such as quality, service and price being equal, purchase equipment, supplies and/or services from a Vendor who maintains a business office or manufacturing plant in Ontario.

32.3 Canada - After provincial preference, Humber will, all factors such as quality, service and price being equal, purchase equipment, supplies and/or services from a Vendor who maintains a business office or manufacturing plant in Canada.

33. Governance

33.1 Purchasing Law

33.1.1 All staff with purchasing authority shall have sufficient knowledge of the law to enable them to understand the relationship between themselves and Humber, and the legal consequence of the acts that staff performs in Humber's name.

33.1.2 Acts of the delegated staff are binding upon Humber within the limits of their authority.

33.1.3 The Humber employee and those who are delegated Purchasing authority represent Humber in buying transactions and are governed by the applicable law.

33.1.4 Humber will support employees as long as the delegated staff acts within the scope of "expressed authority" and is not negligent, dishonest, or acting in bad faith, the delegated staff is not likely to become personally liable for such actions. Personal liability may occur, however, if the scope of business authority is exceeded.

34. Tender / Proposal Irregularities

34.1 The Manager of Purchasing shall exercise judgement in determining responsible bids and consult with Legal Services when necessary. Where an Irregularity occurs, the Manager shall respond as follows:

34.1.1 Late submission – automatic rejection and returned to the bidder, unopened.

34.1.2 Insufficient financial security (if requested in the document) – automatic rejection.

34.1.3 Incomplete submission or submission not signed, or not signed in ink – automatic rejection, unless in the opinion of the Manager, the incomplete nature is deemed to be minor.

34.1.4 Qualified submission (qualified or restricted by an attached statement, unless allowed for in the document) – automatic rejection, unless in the opinion of the Manager, the incomplete nature is deemed to be minor.

34.1.5 The Manager shall have the authority to waive minor irregularities.

34.1.6 Mathematical errors – terms and conditions for unit price contract shall include a statement indicating that where is a discrepancy between the total price and the unit price, the unit price shall prevail and correction(s) shall be made during the evaluation process.

34.1.7 Tied bids will be deemed an irregular result and the award shall be determined taking into consideration other values of the document such as but not limited to best overall value, prompt payment discount, quality, delivery, response time, service and past performance of the Vendor.

34.1.8 Vendor Performance, Humber may maintain records relating to Vendor performance or non-performance and may use such records, in any subsequent evaluation process and criteria involving the Vendor, where it can be demonstrated that such records are part of the evaluation process and criteria, or to justify a subsequent Award to a Vendor other than the lowest bidder.

35. Values of Ethical Behaviour

35.1 Maintain an unimpeachable standard of integrity in all business relationships both inside and outside Humber.

35.2 Foster the highest standards of professional competence.

35.3 Optimize the use of resources for which each person is responsible so as to provide the maximum benefit to Humber.

35.4 Not using one's position for personal benefit, rejecting and denouncing all business practice that is improper.

35.5 Conform to local, Provincial and Federal laws.

36. Norms of Ethical Behaviour

36.1 To consider first, the interest of Humber in all transactions and to carry out and believe in its established policies.

36.2 To be receptive to competent counsel from colleagues and be guided by such counsel without impairing the responsibility of one's position.

36.3 To buy without prejudice, seeking to obtain the maximum value for each dollar of expenditure.

36.4 To strive for increased knowledge of the materials and processes of manufacture, and to establish practical procedures for the performance of responsibilities.

36.5 To participate in professional development programs so that one's purchasing knowledge and performance are enhanced.

36.6 To subscribe to and work for honesty in buying and selling and to denounce all forms of improper business practice.

36.7 To accord a prompt and courteous reception to all who call on a legitimate business mission.

36.8 To counsel and assist fellow purchasers in the performance of their duties.

36.9 To co-operate with all organizations and individuals engaged in activities which enhance the development and standing of purchasing and materials management.

37. Rules of Conduct

37.1 Any personal interest that may impinge or might reasonably be deemed by others to impinge on Humber employee's impartiality in any matter relevant to their duties should be immediately declared to their employer.

37.2 The confidentiality of information received in the course of duty must be respected and should not be used for personal gain; information given in the course of duty should be true and fair and not designed to mislead.

37.3 While considering the advantages to the Humber employee of maintaining a continuing relationship with a Vendor, any arrangement which might prevent the effective operation of fair competition should be avoided.

37.4 No employee shall knowingly participate in acts of discrimination or harassment towards any person with whom they have business relations.

38. Conflict of Interest

Humber staff shall abide by the Conflict of Interest guidelines of Humber. These policies apply to all union and non-union, permanent and temporary employees (see Appendix "D" Recommended Procedures on Conflict of Interest).

39. Disciplinary Action

An employee who fails to act in accordance with the provisions of these Procedures will be subject to appropriate disciplinary action up to and including termination of employment. Humber, the Public, and the Business Community must have confidence in the integrity of Humber employees.

40. Freedom of Information

40.1 All submissions submitted to Humber become the property of Humber and as such are subject to the provisions of the Freedom of Information and Protection of Privacy Act regarding information which may be provided in confidence. Bidders must clearly state, in their bids, if disclosure of any portion of the bid would cause injury to the company.

40.2 Any information submitted by any vendor that is to be considered confidential must be clearly marked as such.

41. Year End Cut-Offs

Humber shall co-ordinate year-end cut-off dates to facilitate product availability, and year-end deliveries.

42. Disposal of Surplus Equipment

42.1 Any item(s) deemed surplus by one department/school must be communicated to the other budget holders for their opportunity to utilize the item(s) prior to disposal outside the facility.

42.2 The responsibility for the disposal of goods deemed surplus, lies with the Facilities Management and Purchasing Departments in conjunction with the Vice President, Finance & Administration, or designate. The group shall have the authority to sell, exchange, trade-in, donate to charitable organizations or to support community groups, those goods declared surplus to Humber's needs. Selling of surplus goods shall be by means of public auction, tender or quotation.

42.3 Where goods have been declared surplus and are determined to have little or no value, the goods may be disposed of in the most favourable manner, however, all attempts shall be made to avoid landfill sites.

References:

Purchasing Policy

[Occupational Health and Safety Act, 1990](#)

Humber Occupational Health and Safety Policy

[Freedom of Information and Privacy Act, 1990](#)

Appendices:

Appendix A Definitions

Appendix B Exemptions

Appendix C Occupational Health and Safety

Appendix D Conflict of Interest

Appendix E Fair Labour

Appendix F Zero Tolerance Guidelines

**Appendix A
Definitions**

1.1 “Appeal” means a referral to a person or authority for a final settlement to a controversial decision.

1.2 “Award” means authorization to proceed with the purchase of goods and/or services from a chosen Vendor.

1.3 “Bid” means an offer or submission from a Vendor in response to a bid solicitation which is subject to acceptance or rejection by Humber.

1.4 “Bid Solicitation” means a formal request for Bids including a Request for Tender, Request for Quotation, Request for Proposal, Request for Information or a Request for Expression of Interest.

1.5 “Bid Bond” most often used in association with construction contracts, and where so noted on specific documents, bid bonds are requested with the submission of the bid to ensure Humber that the contractor who is awarded the project, can and will enter into contract at the bid price. If the contractor fails to fulfill their obligations under the bid bond, they must compensate the owner for the difference between their bid and that of the next lowest compliant bidder.

1.6 “Bidder” means the Vendor who submits a bid.

1.7 “Blanket Purchase Order / Standing Order” means any contract for the purchase of goods and/or services that will be required frequently or repetitively but where the exact quantity required may not be precisely known at the time during which the goods and/or services are to be delivered. The Blanket Purchase Order or Standing Order will have a maximum limit on the total price or value of all goods and/or services and the time period will be fixed under such contract.

1.8 “Buyer” means an individual whose functions include Vendor selection, negotiation, order placement, follow-up, measurement and control of Vendor performance, value analysis, evaluation of new materials and processes.

1.9 “Capital” means any good with a value equal to or greater than \$5,000 exclusive of taxes. Capital items are assets that are recorded by the Finance Department.

1.10 “Change Order” means the amendment to a purchase order, increase or decrease, as a result of unknown factors at the time of the bid become apparent during the execution of the work, usually in construction projects.

1.11 “Common Purpose Procurement (CPP)” means a competitive procurement process for selecting private sector partner(s) to work closely with Humber to identify, design, develop and implement new ways of service delivery to meet specific needs.

1.12 “Competitive Process” means supplies, equipment and services must be acquired through a competitive process that ensures the best value for the funds expended to meet specific needs and promotes fair dealings and equitable relationships.

1.13 “Confirmation” means a notice used by a Vendor to advise a purchaser that an order has been received. It may constitute acceptance of the order.

1.14 “Consulting Services” is defined as, but not limited to, those provided in the following categories:

1.14.1 Technical and Professional Consultants, (including architectural or engineering design, project supervision services, accounting, actuarial, appraisal, financial, etc.), who typically undertake activities for a defined assignment to assist managers in delivering services requiring the application of mandatory or essential technical skills by accredited professional or quasi-professionals.

1.14.2 Management Consultants, (can be operational, administrative, organizational or policy in nature) who typically undertake planning, organizing and directing activities to assist managers in analyzing management problems and recommending solutions for a defined assignment;

1.14.3 Systems Development Consultants, (can be analytical, project management, programming, testing or of an implementation nature) who typically undertake activities on a defined assignment to assist managers in developing and maintaining systems including information processing, telecommunications and office automation;

1.14.4 Legal Consultants fees paid to legal firms;

1.14.5 Research and Development Consultants investigative studies that provide Humber with increased knowledge or information;

1.14.6 Creative Communications Consultants advertising, promotional, public relations and graphic design services;

1.14.7 Other - Consultant is defined as any firm or individual providing time limited expertise, advice, or professional services that are not available from Humber staff, either because it is not economical for Humber to hire staff for that purpose, or the work is not able to be accommodated internally in a timely fashion. Consulting services result in contracts (or other forms of agreement) and some are provided on a fee-for-service basis, others on a fixed-cost basis.

1.15 "Contract" means an agreement between two or more competent people to perform or not to perform a specific act or acts. A binding contract has six essential elements: offer, acceptance, considerations, intention, legality and capacity. Acceptance may be either in writing or by performance, unless the offer requires that acceptance be in writing.

1.16 "Contractor" a Contractor can be defined as a firm who undertakes a contract issued by Humber to perform or supply a specific service as outlined in the contract. A Contractor will be responsible for executing the requirements of the contract to the satisfaction of Humber within the specified terms and conditions and will have direct responsibility for the actions of its sub-contractors.

1.17 "Controlled Product" means a product designated as hazardous under the Workplace Hazardous Materials Information Systems Act.

1.18 "Cost Recovery Administration Fee" means a fee that may be charged to public organizations that are given permission to use and access a contract for goods and/or services established by Humber.

1.19 "Customer Department" means the department that requires the goods and/or services, and usually originates the request.

1.20 “Delegated Authority” and “Delegated Staff” or the Manager of Purchasing Services and Sustainability, with the approval of the Department Head responsible for the employee(s) concerned may delegate to an employee who is not employed in Purchasing, the authority to act as an agent for the purchase of goods and/or services having a price or value up to the amount not to exceed either \$3,500 or \$25,000 and the authority may be limited to a particular class of goods and/or services and upon such other terms and conditions as may be appropriate. All purchases for goods and/or services must be made in accordance with the Purchasing Policies and Procedures.

1.21 “Debriefing” is the process where a Vendor requests, in writing, to the Manager of Purchasing Services and Sustainability a debriefing, or review of said Vendors’ submission of Request for Proposal. Debriefing is subject to the Freedom of Information policy.

1.22 “Direct Negotiation” means a non-competitive purchasing method and refers to the negotiation of an agreement for the purchase of goods and/or services where there is no open competition among or between Vendors.

1.23 “Dispose” means the sale, exchange, transfer or gift of goods owned by Humber to a third party where the good is deemed surplus.

1.24 “Dispute” means a disagreement between buyer and seller or potential Vendor regarding the obligations of a contract or the process leading to a contract.

1.25 “Electronic Funds Transfer (EFT)” means the Vendor invoice payment process where the Vendor provides the applicable banking information to Humber and all invoice payments are deposited into the Vendors’ account directly.

1.26 “Emergency” Emergencies are defined as circumstances or situations beyond anyone’s control which have the potential of affecting the health, life or safety of students, staff, or visitors to the site or result in undue financial losses.

1.27 “F.O.B.” destination or “Free on Board” means the term used to indicate that transfer of ownership of shipped goods from the Vendor to the buyer takes place when the goods are received at the buyer’s designated delivery site.

1.28 “Goods and Services” includes either goods alone or services alone or any combination thereof.

1.29 “Guaranty” The action or act of undertaking or be answerable for the performance of another.

1.30 “HST” means the tax imposed by the Government of Canada known as Harmonized Sales Tax.

1.31 “Humber” means Humber College, The Humber College Institute of Technology and Advanced Learning and/or the University of Guelph Humber.

1.32 “Intangible Goods” means considerations which are difficult to assign monetary value to and/or other value adding offerings.

1.33 “Irregular Result” means the occurrence or likely occurrence in the connection with any method of purchase where competitive bids or proposals are submitted with any of the following:

1.34.1 Two or more identical responsive low bids or proposals have been submitted;

1.34.2 The lowest responsive bid or proposal exceeds the estimated cost or budget allocation;

1.34.3 All bids or proposals received are non-responsive; or

1.34.4 For any reason the award of the contract to or the purchase from the lowest responsive bidder or proponent is procedurally inappropriate or not in the best interest of Humber.

1.34 “Lease” means a contract conveying from one person or business entity (lessor) to another (lessee) for real estate or personal property for a specific term in return for specified compensation.

1.35 “Manager of Purchasing Services and Sustainability” means an employee designated as such by Humber who is responsible for Purchasing.

1.36 “Nominal Value” relates to insignificant dollar value. (we will need to match this to the gift policy/limit).

1.37 “Non-Competitive Procurement” acquisition of goods and/or services without comparing pricing or product or service information from multiple vendors.

1.38 "Price or Value" means in relation to any quantity or amount of goods and/or services the purchase price if known or the total estimated cost to purchase the particular goods and services at the relevant time, exclusive of taxes and delivery charges.

1.39 "Procurement" means an acquisition of goods, services, information technology, consulting or construction involving a purchasing, leasing, renting or exchange transaction.

1.40 "Proposal" a formal process where the Vendor provides the information and proposes the product and/or service including the price, terms and conditions of its supply.

1.41 "Prototype" means an original or mode design or concept.

1.42 "Public Tender" means a method of procurement that is advertised in the media (newspaper or EDI), where all appropriate Vendors may respond.

1.43 "Purchase Card or P-Card" means a credit card issued to authorized staff that is used to purchase one time, low cost goods, not already covered by blanket purchase order contracts.

1.44 "Purchase / Purchased / Purchasing" includes the acquisition of any legal or equitable interest, right or title in goods and/or services or the making of any contract or offer for goods and/or services and includes the lease of goods and/or services.

1.45 "Purchase Order (P.O.)" means the primary written communication tool between buyer and Vendor. PO's are frequently used to convey offers to Vendors, accept offers from Vendors, to confirm already existing verbal contracts and to otherwise formalize a purchase transaction with a Vendor.

1.46 "Purchasing" means The Purchasing Services & Sustainability Department.

1.47 "Qualified Vendor" means Firms or Individuals who are placed on a source list because they meet required criteria.

1.48 "Quotation" means an oral, written, or electronically transmitted offer or price specifically given upon request, usually in competition with other Vendors.

1.49 "Real Property" material that will be installed that will become a fixed part of a building(s) and/or land is exempt from PST under the real property law.

1.50 "Reciprocal Non-Discrimination" means an agreement where there is no discrimination between goods and services, including construction contracts, from Vendors, construction contractors or sub-contractors from one province or region to another.

1.51 "Request for Expression of Interest (RFI)" means a request by Humber seeking responses from potential Vendors for the purpose of determining the interest of the marketplace in providing goods and/or services contemplated to be procured by Humber.

1.52 "Request for Information (RFI)" means a request by Humber seeking responses from potential Vendors for the purpose of gathering information from the marketplace to provide a scope of work or services contemplated to be procured by Humber.

1.53 "Request for Prequalification (RFP)" means a request by Humber preceding a Request for Proposal, Request for Quotation or Request for Tender seeking submissions from potential Vendors where it is deemed that the nature and complexity of the work involved warrants the time and effort required to pre-select the most experienced and qualified Vendors.

1.54 "Release" means a communication between a designated client and a Vendor that authorizes release of goods and/or services to the client from a previously negotiated contract.

1.55 "Informal Request for Quotation (RFQ) (also known as a Fax Quote)" means a request by Humber seeking submission from Potential Vendors to obtain pricing for goods and/or services under \$25,000.

1.56 "OECM" the Ontario Educational Collaborative Marketplace is a collaboration of educational entities, Universities, Colleges and Boards of Education in Ontario.

1.57 "Request for Quotation, Formal (RFQ)" means a request by Humber seeking submissions from potential Vendors to obtain goods and/or services with a value not to exceed \$100,000, excluding taxes, whenever requirements can be precisely defined and the expectation is that the lowest bid meeting the requirements specified in the Request for Quotation, would be accepted, subject to any other provisions of the contract documents.

1.58 "Request for Proposal (RFP)" means a request by Humber seeking submissions from potential Vendors to obtain goods and/or services where all or part of the requirements cannot be precisely defined and the expectation is that the proposal offered by the highest ranked proponent resulting from an evaluation and meeting the requirement specified in the Request for Proposal, would be accepted, subject to any other provisions in the contract documents.

1.59 "Request for Tender (RFT)" means a request by Humber seeking submission from Potential Vendors to obtain goods and/or services with a value greater than \$100,000, excluding taxes, whenever the requirements can be precisely defined and the expectation is that the lowest Bid meeting the requirements specified in the Request for Tender would be accepted.

1.60 "Requisition" means any document prescribed for the use in initiating the purchase of required goods and/or services.

1.61 "Responsive" means in relation to a submission or the person making a submission in response to a particular method of purchase being used that the submission or person complies or has complied in all material aspects with the requirements of the particular method of purchase as reflected in the documents issued for that purpose and is not liable to disqualification for failure to comply.

1.62 "Responsible Bidder" means one who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

1.643 "Responsive Bidder" means one who submits a bid which conforms in all material respect to the invitation for a bid, formal and informal.

1.64 "Services" includes all professional and consulting services, all services in relation to real property or personal property including without limiting the foregoing; the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of personal property and real property and all other services of any nature and kind.

1.65 "Single Source" a term used when, usually due to emergency circumstances, only one Vendor is approached for a particular good or service.

1.66 "Sole Source" a term used where there is no competition because there is only one known source of supply for a particular product and/or service.

1.67 "Specifications" means the technical and descriptive requirements of a product and/or service and to its intended use or applications. Specifications assure that the proper quality level is purchased; that the item is suited to the intended use; and they assist in evaluating bids.

1.68 "Standardization" a detailed description of the goods and/or services required that may include physical, chemical, performance and other characteristics.

1.69 “Tangible Goods” includes any tangible property and all legal or equitable rights or interest in or to the same, and includes all materials, equipment, fixtures and structures to be delivered, installed or constructed at or upon any real or leasehold property.

1.70 “Vendor” a firm or individual that can provide goods and/or services.

1.71 “Terms and Conditions” means the standard Terms and Conditions by Humber that apply to all procurement transactions.

1.72 “Tied Bids” means where two or more bids are received with the same ‘total’ value.

1.73 “Value Added” an element that is considered during the bid evaluation process which would add worth to a contract.

1.74 “Vendor” means an individual or organization offering goods and/or services including but not limited to contractors, consultants, Vendors and service organizations.

1.75 “Warranty” an undertaking either express or implied that a certain fact regarding a particular matter of a contract is true or will be true.

1.76 “Warranty Period” the time the product and/or service is warranted free from defect or quality of work, and during the time where replacement or repair will be provided by the Vendor free from cost to Humber.

1.77 “Zero Tolerance” guidelines of Humber’s policy with respect to harassment, sexual harassment, discrimination and negative environment. See Appendix “F”.

Appendix B

Exemptions to the Purchasing Procedure

1. Exemptions to the Purchasing Policy

1.1 Emergency Purchases

1.1.1 In case of emergencies, Humber has the authority to obtain goods and/or services in the most expedient possible manner regardless of the amount. Emergencies are defined as circumstances or situations beyond anyone’s control, or result in undue financial losses or harm to person or property if not dealt with in the most expedient manner.

1.1.2 Single and Sole Source / Direct Negotiation

Single and sole sourcing and direct negotiation shall be used only in narrowly defined circumstances, such as:

- Emergencies;
- To ensure compatibility with existing products, to protect exclusive rights such as copyright, patents or exclusive licences, or to maintain specialized equipment that must be maintained by the manufacturer or its representative;
- Beer, wine and spirits.
- Where there is no response to a call for competitive bids;
- Where the supply of goods or services is controlled by a Vendor that is a statutory monopoly;
- For research and development or production of a prototype;
- To maintain validity of warranties/guarantees;
- Accommodation including meeting rooms and set-up;
- Conferences, conventions, courses, workshops and seminars;
- Magazines, books and periodicals;
- Memberships in professional and vocational associations;
- Offsite training;
- Licensing;
- Postage;
- Toll road payments;
- Targeted advertising and advocacy for Humber and Humber Programs through various types of media and/or expert services to strengthen Humber's competitive position and/or image within the educational sector and the broader community locally and globally.
- Proprietary software systems and maintenance agreements.

1.1.3 Full documentation must be filed to support single/sole sourcing on the Sole Source / Direct Negotiation form as provided.

Sole source may be defined as one of the following:

- The required goods and/or services are reasonably available from only one source by reason of scarcity of supply in the marketplace or the existence of exclusive rights held by any Vendor or the need for compatibility with previously acquired goods and/or services and there are no reasonable alternatives or substitutes.
- An attempt to purchase the required goods and/or services has been made in good faith using a method other than Direct Negotiation which has failed to identify a successful Vendor and it is not reasonable or desirable that a further attempt to purchase the goods and/or services in a competitive manner.

- The required goods and/or services are to be supplied by a particular Vendor having special knowledge, skills, expertise or experience.
- The required goods and/or services are to be delivered confidentially.

Appendix C

Occupational Health and Safety

1. Purchasing Specifications – Occupational Health and Safety

1.1 Introduction

1.1.1 Humber is committed to provide the appropriate equipment, material, supplies and services at the right quality, quantity and price. Humber is also committed to ensuring that all equipment, material, supplies and services it provides for employees and students comply with all the legislated requirements in the Acts and Regulations pertaining to health, safety and the environment.

1.1.2 All documents issued by purchasing and delegated staff of Humber shall include specifications and evaluation criteria as well as environmental and health and safety factors where applicable. These may include requirements pertaining to the sample list provided:

- Products containing chemicals (WHMIS);
- Ventilation requirements;
- Guards for equipment;
- Electrical standards;
- Allergenic agents;
- Emissions;
- Noise levels;
- Glare;
- Flammability rating;
- Weight;
- Training support, and,
- Ergonomic considerations for furniture and equipment.

1.1.3 Purchasing works closely with the users, the Occupational Health & Safety Office and Vendors to ensure products and services used in Humber facilities are used safely and seek safer substitutes wherever possible.

Appendix D

Conflict of Interest

1. Conflict of Interest:

1.1 Employees of Humber shall not sell any materials, supplies or services to Humber directly or through a company in which they have direct or indirect interest.

1.2 When books or other learning materials are required or recommended for students to purchase as part of their learning programs, the specific selection and recommendation of such material is typically made by a faculty committee of subject experts or coordinator review. No person having the potential to benefit financially from the recommendation of specific materials will participate

1.3 Employees of Humber shall not purchase or recommend that any materials, supplies or services be purchased on behalf of Humber from a company in which a Humber Employee has a direct or indirect interest.

1.4 Employees of Humber may only accept infrequent and reasonable hospitality, or business gifts of a small intrinsic value. The frequency and nature of gifts or hospitality shall not be allowed to be such that the recipient might be, or might be deemed by others, to have been influenced in making a business decision as a consequence of accepting such gift or hospitality. The absence of actual and perceived influence is of particular importance leading up to and during the tendering and/or proposal process for products and/or services.

1.5 Employees of Humber shall not use or lend Humber property of any kind for activities not associated with the discharge of their responsibilities without the prior approval of their supervisor;

1.6 Employees of Humber shall not give preferential treatment to relatives, personal friends or to organizations in which they or their relatives or friends have an interest, financial or otherwise;

1.7 Employees of Humber shall not release to unauthorized persons, unless required by law, information related to personnel matters, matters under negotiation, litigation or potential litigation or any other confidential information to which they have access only by virtue of their employment, where the release of the information may be prejudicial to Humber or potentially infringe on the privacy of others;

1.8 Employees of Humber shall not, during or after their employment with Humber, use their positions or knowledge derived therefrom, confidential information, Humber time and/or facilities, for their personal or private financial gain or other benefit or for that of their friends, relatives or private associations (special interest groups, etc.) or harm Humber in any way.

Appendix E

Fair Labour Practices

1. Fair Labour Practices

All products sold to Humber must be manufactured under fair labour practices.

1.1 "No sweat" means products that are produced in a manner where there are:

1.1.1 No forced labour

No employer shall subject a worker to forced labour practices, whether in the form of involuntary prison labour, indentured labour, bonded labour or otherwise. Workers shall not be required to lodge financial deposits or their original identity papers with their employer.

1.1.2 No use of child labour

No employer shall use child labour under the age of 14. Adequate transitional economic assistance and appropriate educational opportunities shall be provided to any displaced child worker. Workers under the age of 16 shall not be exposed to situations in the workplace that are hazardous, unsafe or unhealthy.

1.1.3 Women's rights

No worker shall be subject to the forced use of contraceptives or pregnancy testing, nor shall employers pressure workers to use contraceptives or submit to pregnancy testing.

1.1.4 Freedom of Association

Workers shall have the right to join or form trade unions of their own choosing and to bargain collectively. In situations where rights to freedom of association and collective bargaining are restricted under law, the employer shall facilitate parallel means of independent and free association and bargaining for all workers.

1.1.5 Health and Safety

Workers shall be provided with a safe and hygienic working environment, including access to clean toilet facilities and potable water.

1.1.6 No Discrimination, Harassment, Abuse of Discrimination of Workers

Refer to Humber's Non-Discrimination Policy #301 "Human Rights".

1.1.7 Maximum Hours Worked

Maximum regular hours worked by each worker shall not exceed 40 hours per week, exclusive of overtime hours that are paid for and accepted on employee voluntary acceptance of the overtime hours.

1.1.8 Payment of a Living Wage

Workers shall receive payment of a living wage.

1.1.9 Health and Safety Protections

All reasonable effort shall be made to protect workers during the execution of their work.

2. This Policy will be included in all requests and calls for the supply of goods issued by the Purchasing Services & Sustainability Department.

3. Prior to the award of any contract for the supply of goods, bidders may be required to provide the name and addresses of all manufacturing facilities used in the production of the goods and declare that the goods are manufactured in accordance with all laws applicable in the jurisdiction of their production and in accordance with the minimum labour rights set out in this policy.
4. Bidders must also acknowledge that non-compliance with the policy after award can result in termination of any contract and disqualification from conducting business with Humber for a period of up to two (2) years.
5. Failure to provide the required information and declaration prior to the award of the contract will result in the rejection of the bid.
6. In instances where credible allegations are made that a bidder or existing supplier is not in compliance with the Policy, a recommendation with respect to rejection of the bid or termination of existing contracts will be made on a case by case basis.

Appendix F

Zero Tolerance Guidelines

AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS

Humber requires observance of the following:

1. All communications, including requests for information, between Bidders and Humber must be between only the representative of Humber, as stated in the document, and each Bidder who have been authorized and designated for that particular purpose.
2. Apart from the communications between and among the designated representative(s), there must be no communication between Humber and any representative of the Bidder, and no giving of information with respect to the RFP processes and the final Agreement.
3. Any attempt on the part of any Bidder, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives with respect to the RFP or any action or violation of the above requirements, will be grounds for disqualification, and Humber may, in its discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission or proposal submitted by that Bidder.

Bidders must accept and agree to observe the contents of this "Agreement to Abide by the Established Process", inform their staff thereof, and ensure their compliance therewith.

This Agreement must be signed by a person who has the authority to bind the Bidder and be submitted with the proposal.

Certification:

Accepts, and undertakes to ensure compliance with the terms of the Agreement to Abide by the Established Process.

Firm Name

Signature of Responsible Officer

Date: _____