PROCUREMENT POLICY

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Policy Number:	PRCPR_2311N_SPN/VPC		
Policy Sponsor:	CFO and Vice President, Corporate Services		
Policy Contact:	Director, Financial Services		
Stakeholders:	All members of the OC Community including Employees, Students, and the Board of Governors		
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Approval Authority:	Executive Team		
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Links to Procedures:	*Procedures for Procurement*

1. Policy Statement

The Procurement Policy establishes a clear accountability framework for the procurement of Goods, Services and Construction by Okanagan College ("OC" or "the College). The Policy directs and influences standards and decision-making for OC employees, consultants or contractors involved in Procurement processes on behalf of the College.

2. Purpose

The purpose of the Policy is to ensure that OC's objectives for procurement activities for goods, services and construction are adhered to, that those objectives are consistent with the Province of B.C.'s Core Procurement Policy (Chapter 6), and that they are conducted in accordance with all applicable Trade Agreements. OC's procurement objectives are based on the principles of fair and open public sector procurement: competition, demand aggregation, value for money, transparency, and accountability.

3. Scope And Application

This Policy applies to all goods, services and construction purchasing by OC employees, consultants or contractors who are involved in procurement processes on behalf of OC. This Policy is intended to comply with all applicable laws and Trade Agreements, and where there is a material conflict between this Policy and applicable legislation, legislative requirements will take precedence.

4. Definitions

Access Request	Means a written request for access to Records within the custody or control of the College.
Addendum	Means the change, addition, or clarification to a competition, or the written response to questions received during an active competition resulting in clarification, addition or change to a Competition Document.
Amendment	Means a written change to an existing Contract.
Best Value	Means the optimal combination of total cost of ownership, performance, and qualifications.
Bid	Means a Bidder's Offer to supply Goods, Services, or construction.
Bid Bond	Means a guarantee that a Contractor will enter a Contract if awarded the Bid.
Bidder	Means an individual or business entity that submits a Bid in response to a Request for Tenders, Request for Quotations, or Invitation to Quote.
Canadian Free Trade Agreement (CFTA)	Means a Canadian trade agreement which came into effect July 1, 2017. Under the CFTA OC is obligated to avoid creating barriers to free trade within the country, including provincial or local preference. OC uses BC Bid to publicly advertise procurement opportunities when they fall within stated thresholds, and it is the required resource for soliciting offers per NWPTA. Other additional forms of advertising are permissible providing the costs of doing so are pre-approved by OC's finance department.
Closing Time	Means the date and time Offers must be received by OC.
Competition Document	Means all the documents that form an RFT, RFP or Quote including specifications and all requirements.
Complaint	Means a written statement of alleged facts made by a Complainant seeking recourse under this Policy. For the purposes of this Policy, complaint means a written objection submitted by a Complainant regarding a competition, direct award, contract award or proposed contract award for goods, services or construction.
Comprehensive Economic and Trade Agreement (CETA)	Means a trade agreement between Canada and the European Union that covers virtually all sectors and aspects of Canada-EU trade to eliminate or reduce barriers.

Complainant	Means a person who seeks recourse under this Policy based on a belief that they have witnessed or experienced conduct which is prohibited by this Policy. The College may act as a Complainant in appropriate circumstances. For Complaints relating to a competition or direct award, means an actual or prospective bidder or proponent whose business interest would be affected by the award of a contract, or by the failure to award a contract. For Complaints relating to a contract award, means a proponent who submitted a proposal in response to the competition for the contract.
Construction	Means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in an incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include Professional Consulting Services related to the construction Contract unless they are included in the Procurement.
Contract	Means a legally binding agreement between OC and a third party. For the purpose of this policy, the agreement is related to procurement and the third party is a vendor.
Contract A	Means a Contract that comes into being when OC receives a compliant Bid in a tender process. If multiple compliant bids are received, multiple Contract As are formed. Contract A introduces liability if a proper procurement process is not followed, therefore the "rules" of the solicitation document must be carefully followed. OC is obliged under "Contract A" to (a) consider only compliant tenders; (b) proceed in good faith to evaluate the compliant tenders; and (c) to not act based on hidden criteria or preferences that have not been disclosed in a solicitation document.
Contract B	Means a Contract that comes into being when OC notifies a Bidder or Bidders that their offer is accepted.
Contract Documents	Means all the documents that form the Contract, including any appendices, attachments, or exhibits, all as may be amended or replaced from time to time in accordance with the Contract.
Contract Manager (CM)	Means a designated Contract Manager responsible for ensuring Contract deliverables are satisfactorily completed.
Contract Performance	Means how well the parties to a Contract are fulfilling, or have fulfilled, their contractual obligations and how effective they are or were as a supplier to OC.
Contractor	Means the seller, or the Bidder or Proponent selected and who has executed the Contract.
Core Policy, Chapter 6	Means the section of the Province of B.C.'s Core Policy and Procedures Manual that refers to public sector procurement policies.

Corporate Supply Arrangement (CSA)	Means a pre-existing Provincial government arrangement for specific goods or services.
Cross Institutional Supply Arrangement (CISA)	Means a pre-existing arrangement for specific goods or services available through another purchasing institution or consortium including but not limited to BCNET, CAUBO.
Direct Award or Sole Source	Means an exceptional set of circumstances specifically outlined in this Policy where there may or may not be more than one (1) supplier for the required Goods, Services or Construction and there is a desire or need to award a contract to a supplier without a competitive bidding process.
Due Diligence	Means certain actions are taken to ensure the most qualified and reliable suppliers are chosen to provide required Goods, Services, or Construction.
Emergency	Means a situation where there is an immediate safety or environmental hazard, threat to life, property or business operations resulting from an unexpected event, and where the critical acquisition of materials or services cannot be obtained through standard policy and processes in time to relieve the Emergency. For the purpose of this policy, Emergency applies only when used to justify the award of a contract to a single supplier without using a competitive procurement process. An urgent requirement because of inadequate planning is not considered an Emergency.
Employee	Means any person employed by (or who has an appointment with) the College.
Evaluation Criteria	Means the criteria stipulated in the competitive bidding documents that will be used to determine the best overall Offer.
Evaluation Team (ET)	Means the Evaluation Team assigned to evaluate Offers.
Evaluation Team (ET) Leader	Means the Procurement Team Member that leads and manages the Evaluation Team and who communicates the Evaluation Team's findings and the evaluation results to senior management.
FIPPA (or FOIPPA)	Means the Freedom of Information and Protection of Privacy Act of British Columbia, and regulations thereto.
Goods and Services	Means supplies, equipment, services, construction, and labour but does not include real property.
Invitation to Quote (ITQ)	Means an invitation to quote which is used to solicit bids or quotations from vendors for the provision of clearly specified goods or services. The ITQ is used if the supplier selection is based primarily on price.
Irrevocable Letter of Credit	Means a letter of credit issued by a bank and sometimes used in lieu of a Performance Bond, especially in an international transaction. *Note:* These Letters of Credit are irrevocable meaning they cannot be amended or canceled without prior agreement of the beneficiary, the issuing bank, and the confirming bank.

Labour and Materials Payment Bond	Means a guarantee that a Contractor will pay for services and materials. A Labour and Materials Payment Bond is requested in a competitive bidding document typically for high-value and/or high-risk goods or services. This bond is intended to protect labourers, material suppliers and subcontractors against non-payment.
Negotiated Request for Proposal (NRFP)	Means a type of RFP where the College outlines the proposal requirements and learns what a Proponent can offer by way of a solution in response. An NRFP is not a call for tenders nor is it binding, it solicits solution-based competitive offers for more complex requirements and for significant value contracts and where there is a requirement to negotiate some aspects of that contract. Depending on the number and variety of responses, the College will subsequently negotiate with those Proponents that best serve its needs. Contract A's are not formed under NFRP's and neither the Proponent nor OC will have the right to make any claims (in contract, tort or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to a NRFP.
Negotiating Team (NT)	Means the team that includes two or more individuals who are familiar with OC's requirements and are experienced in planning and devising strategies for negotiating.
New West Partnership Trade Agreement (NWPTA)	Means the trade agreement between the provinces of British Columbia, Alberta, Saskatchewan, and Manitoba.
Notice of Intent (NOI)	Means a notice advertised on the BC Bid website indicating that a Direct Award (non-competitive award) is being contemplated over Trade Agreement thresholds, why the award is justified and provides vendors with the opportunity to challenge the potential award.
NT Leader	Means the Procurement Team member who leads and manages negotiations.
Offer(s)	Means a quotation, bid, tender or proposal submitted by a vendor to OC.
OIPC or Commissioner	Means the Office of the Information & Privacy Commissioner for British Columbia.
Performance Bond	Means a guarantee that a Contractor will perform the work as specified in the contract.
Personal Information	Means any recorded information about an identifiable individual that is within the custody and control of the College and includes information about any student or any Employee of the College. Personal Information does not include business contact information, such as email address and telephone number.

Personal Information Consent	Means express written consent to the collection, use or disclosure of Personal Information. For the purpose of this policy, refers to consent when Okanagan College wishes to receive any information from a Proponent or Bidder that may include the Personal Information of any of its employees or subcontractors.
Potential Bidder	Means an individual or business invited to submit a bid, or a vendor who has received a competitive bidding document and is considering submitting a Bid.
Potential Proponent	Means an individual or business invited to submit a proposal, or a vendor who has received a competitive bidding document and is considering submitting a proposal.
Procurement	Means the processes for acquisition of Goods, Services and Construction by purchase.
Proponent	Means an individual or business that has submitted a proposal in response to a Request for Proposal.
Proposal	Means a Proponent's Offer to supply Goods or Services.
Purchase Order	Means a written acceptance of an offer to Purchase Goods and Services made on OC's numbered form.
Purchase Requisition	Means the initial request for a Purchase Order, authorization from the Procurement Team to engage in a procurement process for Goods or Services.
Records Management	Means the process for managing files, documents, and other records in accordance with laws and regulatory bodies.
Request for Expression of Interest (RFEI)	Means a non-competitive information-gathering process used when there is a desire to learn about the level of interest in the supply community to provide goods or services to OC.
Request for Information (RFI)	Means a non-competitive information-gathering process used to obtain information from vendors about their organization and the goods or services they provide.
Request for Proposal (RFP)	Means a Request for Proposal including any amendments and is used when the requirements have been established and Evaluation Criteria have been defined, with prices and Total Cost of Ownership being only one of the Evaluation Criteria. An RFP may also be used when (1) the requirements can be defined in detail; or (2) OC is looking for solution-based competitive offers.
Request for Pre-Qualification (RFPQ)	Means a competitive process used to identify qualified vendors in advance of future competitions or for an immediate need. An RFPQ usually results in vendors being short-listed and invited to submit bids or proposals.
Request for Review	Means enquiries related to Procurement submitted under FOIPPA.

Request for Tender (RFT)	Means a request for tenders including any amendments used when the required Goods, Services or Construction and the Evaluation Criteria that will be used in the competition are well defined.
Requester	Means the person who submitted an approved Purchase Requisition to the Procurement Team to acquire the required goods, services, or construction.
Routine Requests	Means any requests for disclosure of Records that do not contain sensitive or confidential information or third-party Personal Information (i.e., the personal information of an individual other than the requestor) and includes requests for personnel records and transcripts.
Standard Solicitation Document	Means an Invitation to Quote, a Request for Expressions of Interest, a Request for Information, a Request for Proposals, a Negotiated Request for Proposals, a Request for Qualifications and/or a Request for Tender, including any amendments that have been approved by OC.
Supplier Contract	Means a request to acquire services or Construction, submitted by a Requester to the Procurement Team as authorization to engage in a procurement process.
Surety or Guarantor	Means a promise by a party to assume responsibility for the debt obligation of a borrower if that borrower defaults. The party that provides the promise is also known as a surety or guarantor.
Trade Agreements	Means all applicable Trade Agreements and includes but is not limited to the New West Partnership Trade Agreement (NWPTA), Canadian Free Trade Agreement (CFTA), Canadian European Union: Comprehensive Economic and Trade Agreement (CETA), and any other trade agreement applicable to OC that exists on or after the adoption of this Policy.
Total Cost of Ownership	Means the sum of all costs attributable to the ownership of products, Construction, and services associated with performing the intended function over the entire term of use and includes factors such as acquisition cost, installation cost, disposal value, disposal cost, operational cost, maintenance cost, applicable taxes, quality of performance and environmental impact.
Vendor Complaint Review Process (VCRP)	Means the process by which the College receives and reviews Vendor Complaints related to an OC Procurement process.

5. Division of Duties

5.1 OC will provide procurement services using a hybrid model where responsibility is divided between the Procurement Team and College departments.

Duties of the Procurement Team

5.2 The Procurement Team is responsible for managing the public facing activities required in a procurement and supporting departments in strategic procurements. Activities the Procurement Team is responsible for include, but are not limited to the following:

a) Engaging with College departments during the Strategic Procurement Annual Cycle;

b) Procurement Training (department and College-wide);

c) Supporting purchasing efficiency including providing cost analysis to support alternative suppliers, order consolidation;

d) Outsourcing Procurement expertise, where required;

e) Managing the supporting documents for this policy, procedures, and guidelines;

f) Reviewing and approving Purchase Orders of Requesters;

g) Exclusively managing BCBid access & content control for the College;

h) Providing advice & procurement support for purchases over policy thresholds, including where quotations are required, or for higher value procurements;

i) Document holder for public procurements including contracts and insurance;

j) Managing relationships with vendors; and

k) For shipping and receiving through Central Stores

Duties of College Departments

5.3 Departments are responsible for sourcing Direct Award procurements within Sourcing Thresholds. This includes Goods and Services with a Total Cost of Ownership below $25,000, and Construction with a Total Cost of Ownership below $25,000.

5.4 For low value purchases from $25,000 to less than for Goods and Services, and $25,000-$200,000 for Construction, Departments must obtain competitive quotes from a minimum of three suppliers. If the lowest quote that meets the Department's requirements equals or exceeds $75,000 for Goods and Services and $200,000 for Construction, the Department must consult with Procurement Services to obtain authorization to proceed with the purchase through an open competitive process.

5.5 During sourcing, departments are responsible for adhering to procurement standards, complying with Purchase Orders, ensuring that the Procurement Team is consulted where appropriate, including in the annual planning and execution of their workplans.

5.6 During the College's annual Integrated Resource Planning cycle, departments are responsible for involving the Procurement Team in planning any program, project, or service for the upcoming budget year.

6. Procurement Principles and Responsibilities

Principles

6.1 Procurement planning should be undertaken as part of embedded into department program/project/service planning processes.

6.2 All Procurement processes for the College will be coordinated through the Procurement Team according to *Table 1* in this document.

6.3 Procurement and sourcing processes conducted on behalf of the College will be guided by the principles of fair and open public sector procurement: competition, demand aggregation, value for money, transparency, and accountability, including but not limited to:

a) Acquisitions will be managed consistently with Provincial and OC Policies, all applicable laws, and applicable Trade Agreements.

b) OC will receive the Best Value for money through consideration of the full range of procurement formats and the adoption of commercially reasonable business practices.

c) Vendors will have fair access to information on procurement opportunities, processes, and results.

d) OC will only engage in a competitive process when there is full intent to award a contract at the end of that process.

e) OC will utilize Corporate Supply Arrangements (CSA), or Cross Institutional Supply Arrangements (CISA) identified or initiated by Procurement Services where those arrangements would provide Best Value to OC.

f) OC is accountable for the results of procurement decisions and that the processes followed meet the requirements of all applicable Trade Agreements and legislation.

g) Buying power is leveraged by using group buying and internal or external demand aggregation, wherever practical.

h) The effort of the procurement process, to both vendors and OC, is appropriate in relation to the value and complexity of each procurement.

i) OC is encouraged to follow the Guidelines for Procurement of Environmentally Responsible Products and Services. These guidelines are available at: *https://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/reference-resources/green-procurement/guidelines-for-environmentally-responsible-procurement*.

j) OC employees reviewing Procurement options will ensure that, where feasible and cost-effective, OC will acquire Goods and Services that are environmentally responsible.

k) Procurement at Okanagan College will incorporate EDISJ methodology supported by the College.

l) Ensuring adherence to the highest standards of ethical conduct.

Vendor Communication

6.4 OC recognizes the importance of maintaining the integrity of its public procurement processes. Part of protecting the integrity of that process and OC's authority within that process, is ensuring that vendor communications do not compromise OC's or the vendor's positions in a competitive process.

6.5 OC staff are responsible for contacting the Procurement Team before contacting vendors and/or engaging in a Procurement process. Communication with vendors prior or during the competitive process may disqualify vendors from the competitive process and may result in disciplinary action to Employees.

Confidentiality

6.6 Procurement and Contract Documents will be held in confidence. From receipt of a Bid, Quotation, or Proposal until a Contract is awarded, all communications and details of the selection process will be kept in a secure location.

6.7 OC's Employees, consultants or Contractors must not share any information that could impact the negotiating position of OC or that could benefit the competitive position of one consultant or Contractor at the expense of another.

6.8 There will be occasions when a Confidentiality or Non-Disclosure Agreement is used prior to inviting vendors to submit Proposals or Bids. The objective is to ensure Potential Proponents or Potential Bidders are committed to keeping certain confidential information to themselves and to use the information only for purposes of preparing and submitting their Proposal or Bid. Such an agreement will be maintained in the procurement file.

Security of Information

6.9 All communications and details of the procurement selection process will be classified as 'restricted' and kept in a secure location. Vendor Bids or Proposals will not be distributed outside of Procurement and the designated Evaluation Team except if required by senior management or for legal purposes.

6.10 Access to procurement and Contract Documents is granted by the Procurement Team.

Disclosure of Information & Freedom of Information and Protection of Privacy

6.11 Individuals engaged in procurement activities on behalf of OC must comply with the College's *Privacy Policy* and Procedures.

6.12 Contractors and subcontractors will provide their consent to OC for the direct and indirect collection of their personal information.

Due Diligence

6.13 The level of Due Diligence undertaken regarding a procurement should be based on the potential risks associated with relying on certain Proponents or Bidders and their Offers.

6.14 Due Diligence may include activities such as, but not limited to, credit and background checks; business reference checks; and identification of shareholders, directors, and officers of the company.

6.15 OC must not bestow a favor on, or grant preferential treatment to, any prospective consultant or Contractor.

Ethics, Conflict of Interest, Relationship Disclosure

6.16 Ethical issues and actual, potential, or perceived conflicts of interest will be managed by OC consistently and professionally. All Employees involved in procurement activities and relationships with potential, current or former suppliers and Contractors will consistently engage suppliers in fair, transparent and open procurement processes to avoid, to the best of their ability, finding themselves in an ethical dilemma or conflict of interest.

6.17 An Employee, consultant or Contractor involved in a procurement activity who believes an ethical issue is real or imminent will contact the Director, Financial Services who will arrange to investigate the matter and determine the best course of action to resolve the issue.

6.18 An Employee involved in a procurement activity who believes a conflict of interest is actual, potential, or perceived will contact their supervisor, who in concert with the Director, Financial Services will arrange to investigate the matter and determine the best course of action to resolve the conflict of interest related to the procurement.

6.19 No OC Employee, consultant or Contractor shall have an undisclosed direct or indirect interest in or relationship with any outside organization or person that might affect (or that might reasonably be understood or misunderstood by others as affecting) the objectivity or

independence of their judgement in carrying out the duties and responsibilities of each party in connection with OC's procurement activities.

6.20 In accordance with the OC's Code of Ethical Practices Policy, as soon as an Employee realizes they are in an actual, potential, or perceived conflict of interest, the Employee must make a declaration to their supervisor and the Director, Financial Services as to the nature and extent of the conflict of interest.

6.21 In most cases, disclosure of the conflict of interest and withdrawal or abstention from taking part in decisions related to the matter will be sufficient to resolve the conflict of interest, however after making such a declaration the employee must conduct themselves in the manner directed by their supervisor or the Director, Financial Services as applicable.

Relationship Disclosure

6.22 A Relationship Disclosure Declaration will be used in a competitive bidding process when the Procurement Team deems it appropriate to ensure that OC's employees, consultants, or Contractors identify business relationships they have with Bidders or Proponents.

6.23 Relationship Disclosure Declarations will be submitted by those invited to participate on an Evaluation Team to the Evaluation Team Leader who determines whether a conflict of interest exists or may be perceived as existing, that would preclude an evaluator from participating in the evaluation process. If necessary, the Evaluation Team Leader will determine if the conflict should be escalated to the Employee's supervisor or the Director, Financial Services.

Consequences/Sanctions for a Breach of Policy

6.24 In the event of a breach of the Procurement Policy, appropriate actions to address the breach of this policy should reflect the nature, magnitude, and seriousness of the breach.

6.25 The Director, Financial Services is responsible for recommending appropriate actions to the Executive Team to address breaches of this policy with respect to OC employees, consultants, or Contractors.

6.26 The following are examples of consequences an employee may be subject to if found to be in breach of the Policy:

a) the individual may be required to make full restitution to OC;

b) the individual may be suspended from their position for a period of time;

c) the individual may be asked to resign their position with OC; and

d) OC may consider taking legal action against the individual.

This is not an exhaustive list and does not preclude any other sanctions or courses of action that might be available.

7. Procurement Process

Planning

7.1 Procurement planning will be undertaken as part of the goods or services procurement process, and it is of importance to ensure Best Value is received and that all relevant OC policies are considered. To facilitate this planning, Employees should engage the Procurement Team during existing departmental planning cycles and not wait until the time of purchase.

Procurement Sourcing

7.2 Before undertaking a procurement sourcing process, employees should consider the minimum value thresholds in Table 1 below. These values are based on the aggregate value of a purchase, and multiple orders of varying values for the same Goods or Services may not be used to avoid adherence to these thresholds.

7.3 The aggregate value thresholds for Goods and Services or Construction set out the requirements for each Procurement sourcing process.

7.4 The Director of Financial Services may determine that a more stringent or comprehensive procurement process should be utilized for any competitive procurement requirement.

TABLE 1 – Procurement Sourcing Method Thresholds

Procurement Sourcing Process:	**Goods and Services**	**Construction**	**Responsibility**
*** CSA, CISA or existing OC agreement available**	Any dollar value, to the maximum allowable under the applicable Corporate Supply Arrangement (CSA), Cross Institutional Supply Arrangement (CISA), or existing OC contract		Procurement Team
**** Direct Award procurement process allowed**	Less than $25,000	Less than $25,000	Requester
***** 3 Written quotes required**	$25,000 to less than $75,000	$25,000 to less than $200,000	Requester
****** Public procurement process required**	Greater than or equal to $75,000	Greater than or equal to $200,000	Procurement Team

*** A CSA, CISA or existing OC agreement process** is a procurement process where OC must, where feasible and available, purchase directly from a pre-existing provincial government CSA, or CISA, or OC "as, if and when required" contract, if one is available that meets the Department's need/s.

****A Direct Award Procurement Process** is a procurement process where a Proposal is requested from only one, or more, selected vendor(s) and the request is not publicly advertised or open to other vendors. Suppliers may be contacted directly, however, if the situation warrants and although it is not essential, a public procurement process may be used.

***** Three (3) Written Quotes** is a procurement process where quotations are requested from a minimum of three vendors who are qualified to provide the goods, services or construction and a public procurement process is not required. If three (3) written quotes are not received the Requester will document the attempts made to obtain a minimum of three (3) written quotes. When quotations are sought for services and construction the Request for Tender must be reviewed by the Procurement Team.

****** A Public Procurement Process** is a procurement process that is required by OC's Procurement Policy and is required under applicable Trade Agreements. These competitions are publicly advertised on the BC Bid website (www.bcbid.gov.bc.ca), the Province of B.C.'s on-line

tendering system that enables users to access, create, browse, and compete on public sector opportunities.

a) A Purchase Order or Contract is required for most goods, services, or construction, refer to the *Procedures for Procurement*.

b) A Purchase Order ("PO") or a Supplier Contract is not required for purchases below $1,000 that are considered to be low risk.

Sourcing Standards and Exceptions

7.5 Standard practice for procuring will be solicitation of competitive Offers, Bids, or Proposals in accordance with this Policy. However, in the exceptional circumstances listed below, contracts for Goods and Services or Construction may be negotiated and directly awarded without a competitive process provided that they are also in accordance with applicable Trade Agreements:

a) OC can strictly prove that only one contractor is qualified, or is available to provide the Goods, Services or Construction based on any one of the following criteria;

i) subject matter expertise related to a unique requirement in an OC business area.
ii) absence of competition for technical reasons.
iii) Supplier has a statutory monopoly.
iv) the purchase is made through consortia.
v) equipment or a part must be acquired from an original equipment manufacturer to ensure a warranty remains valid.
vi) to ensure compatibility with existing Goods.
vii) work performed on leased building or property must be performed by lessor.
viii) there is a proprietary right, copyright, or patent that restricts the source of supply.
ix) confidentiality restricts the sourcing of a competitive offer.
x) purchase of proprietary software from a software developer or exclusive license holder, when it can be demonstrated that the specified software is the only product capable of meeting the stated requirement, and competing commercial software is not available.

b) the Contract is with another government organization.

c) the source of funds for the project is not ministry controlled or direct from College sources (I.e. community fundraised projects).

d) an unforeseeable Emergency exists, and the Goods, Services or Construction could not be obtained in time by means of a competitive process.

e) a competitive process would interfere with OC's ability to maintain security or order or to protect human, animal or plant life or health.

f) the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise OC confidentiality, cause economic disruption or be contrary to the public interest.

g) the Contract is with a licensed lawyer or notary public; or

h) the acquisition if for rental of land, existing buildings, or other immovable property or the rights thereon.

Approval to Purchase

7.6 Only OC employees holding the appropriate level of signing authority as noted in the Signing Authority Policy, may approve the purchase of Goods or Services.

7.7 The value thresholds in the Signing Authority Policy indicate the values at which approval is required to complete purchases. The approval level for amendments will be based on the amended aggregate value of the purchase, and multiple orders of varying values for the same Goods or Services may not be used to avoid adherence to thresholds.

7.8 Contract Managers (CM) are responsible for monitoring the aggregate value of total procurements to a single vendor to ensure that value falls within the boundaries of the Signing Authority Policy.

Bid Bond and Contract Security

7.9 Bidders or Proponents may be required to provide Bid Bonds when the value of an RFP or Construction-based RFT is expected to equal or exceed $200,000.

7.10 Bidders or Proponents may be required to provide Contract security when the value of an RFP or Construction-based RFT is expected to equal or exceed $150,000.

7.11 Original Bid Bonds and original Contract security documents are properly stored and maintained in a fire-proof cabinet. Electronic bonds are accepted through the College's e-bidding platform in place of original documents traditionally provided in hardcopy.

Administration of Contract Documents and Contract Amendments

7.12 The Director, Financial Services is responsible for ensuring all procurement and contracting documents are reviewed and approved prior to issuance.

7.13 Procurement and contracting documents include Standard Solicitation Documents, Contracts, vendor communications, and all other documents that may result in a legal and/or financial obligation by OC.

7.14 OC may enlist the services of legal counsel when developing procurement and contracting documents.

7.15 Only individuals designated by OC have the authority to execute legally binding agreements, contracts, and/or Purchase Orders on behalf of OC per the Signing Authority Policy.

7.16 OC will maintain adequate contract documentation for all phases of the procurement process.

7.17 OC may enter contract negotiations with one supplier with the intent to award a contract, only if the competitive procurement document stated that the Procurement would include negotiations.

Negotiations and Contract Execution

7.18 Negotiations are conducted in a competitive Bidding process with a preferred Bidder or preferred proponent only when it is clearly indicated in the solicitation documents that negotiations are contemplated.

7.19 OC does not allow negotiations with more than one Bidder or proponent during a competitive procurement process. Procurement invites the preferred Bidder or proponent to enter negotiations, establishes who will participate in negotiations, leads, and finalizes negotiations.

Worker's Compensation

7.20 Compliance with WorkSafe BC is essential for all contractors and is requested in all competitive Bid documents. Contractors must comply during a Contract term and immediately notify the College of any changes to their WorkSafe BC, or equivalent, coverage.

Reference Checks

7.21 To support their evaluation processes, the Procurement Team may:

a) assess the history of the Proponent or Bidder: how long the service provider has been in business; changes in organizational structure or market share for the goods or services they are required to deliver.

b) contact references for information about reputation and performance and response to service issues and problems.

c) determine whether to visit a Bidder's or Proponent's customer; this is typically done to learn how a customer is using the systems or services that have been offered.

d) to the extent possible, assess the impact of industry changes on the Proponent or Bidder during the term of the contract (especially important for technology-based Goods or Services).

e) determine adequacy of standards, safety, security, policies, and procedures related to internal controls, business resumption contingency planning, staffing adequacy and background checks on any staff who will work on OC projects or work sites; and

f) determine if the service provider can provide adequate security precautions including, when appropriate, firewalls, encryption, and customer authentication, to protect resources as well as detect and respond to intrusions.

Surplus Materials and Assets

7.22 The Procurement Team is responsible for disposing all surplus materials and assets through re-allocation, direct sale, auction, trade, donation, or landfill as required by the Asset Disposal Policy.

8. Roles And Responsibilities

8.1 The Director of Financial Services is responsible to ensure that:

a) policies, practices, and procedures related to procurement are managed in accordance with recognized professional standards for procurement and contracting and in accordance with applicable laws.

b) the Procurement Policy and supporting procedures and practices are reviewed and maintained.

c) OC staff are provided official communications and interpretations related to the Procurement Policy, supporting procedures and practices; and where applicable, training on the policy and procedures.

d) OC monitors and reports on compliance with the Procurement Policy to the Executive Team as appropriate.

8.2 Deans, Directors, and Managers are responsible to ensure that:

a) requirements for deliverables are met in accordance with the principles and objectives of this Policy including ensuring that their department complies with this Policy and all applicable procedures and practices.

b) supporting the provision of training to employees to engage in procurement activities.

c) accountability for any decision to proceed with a procurement process or transaction that is not conducted in accordance with this Policy or does not have the approval of the Procurement Team.

8.3 Employees are responsible to ensure:

a) their compliance with this Policy, including their involvement in procurement activities and obligations and responsibilities under this Policy and its procedures.

b) they engage with the Procurement Team regarding the application or interpretation of this Policy or any relevant procedures.

8.4 The Procurement Team is responsible to ensure:

a) compliance with this policy and its procedures and their consistent application.

b) understanding of their obligations and responsibilities under this Policy and all applicable protocols and procedures and should consult with the Director, Financial Services in respect of any questions regarding application or interpretation of the Policy and associated procedures.

9. Related Acts and Regulations

Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
Canadian Free Trade Agreement (CFTA)
Core Policy and Procedures Manual Chapter 6: Procurement
New West Partnership Trade Agreement between British Columbia, Alberta, Saskatchewan, and Manitoba (NWPTA)

10. Supporting References, Policies, Procedures and Forms

Capital Asset Management Framework (CAMF) & Capital Project Checklist
Code of Ethical Practices Policy
Privacy Policy
Signing Authority Policy

Resources available through the Procurement Team or on myOkanagan:

- *Asset Disposal Policy (under development)*
- *Relationship Disclosure Declaration Form*

History / Revisions

Date	Action
2023-11-15	New Policy Approved by OC Executive Team: *Procurement Policy*