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I. Preamble

Victoria University is committed to ensuring that the procurement of goods, non-consulting services, and consulting services is undertaken in the most economical and efficient manner, taking into account the public interest, through processes that are fair, open, transparent, and accessible to all qualified Vendors.

Victoria University has adopted the **Broader Public Service Procurement Directive** of the Government of Ontario, as released January 1, 2024, and with any subsequent amendments (referred herein as the “BPS Directive”). All mandatory requirements of the BPS Directive are to be considered part of this policy; certain sections are reproduced where they add clarity to the policy requirements. In the event of differences between this policy and the BPS Directive, the latter takes precedence. In addition, the policy has also considered the recent legislation and regulation issued by the Government of Ontario related to procurement: *Buy Ontario Act, 2025* and **Procurement Restriction Policy (March 2025)**.

II. Purpose

The purpose of this Policy is:

- This policy applies to the procurement of all goods and services purchased by the university for use in its academic, research, administrative, and other activities including construction, consulting services and information technology through a process that is fair, open, transparent, and accessible to qualified suppliers, subject only to the permitted exceptions set out in this Policy, regardless of the source of funding for those activities;
- To secure goods and services of the highest quality with the most value for money in a timely and efficient manner; and
- To ensure consistency in the administration of the procurement related processes and purchasing decisions by the University.

III. Definitions

A. General Definitions

“**Budget Owner**” means an individual with fiscal accountability for a department.

“**Budget Designate**” means an individual formally authorized by the Budget Owner to act on their behalf.

“**CAO and Bursar**”, as Chief Administrative Officer and Bursar, is the chief financial and administrative officer of the University and has general oversight of administrative and financial affairs of the University.

"Conferred Value" includes, but is not limited to, examples such as the exchange of goods and/or services in return for other goods and/or services, revenue generating opportunities and partnership agreements with non-profit organisations.

"Conflict of Interest" includes any situation or circumstance where a Vendor (or any team member bidding together with the Vendor, including subcontractors, subtrades, or consultants) or any of the employees of the Vendor and/or team member engaged in the development or oversight of development of the Vendor's proposal or Victoria University employees advocating on behalf of the Vendor with/within the University or that stand to benefit from the Vendor doing business with the University (including for such employees in their professional or personal capacities):

- a) has other commitments, relationships, financial interests or involvement in any litigation or proceeding that:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of Victoria University's independent judgment; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Contract to be procured;
- b) has contractual or other obligations to Victoria University (or its procuring partners and/or clients) that could or could be seen to have been compromised or impaired as a result of its participation in the procurement process or the project/assignment; or
- c) has knowledge of confidential information (other than confidential information disclosed by Victoria University in the normal course of the procurement process) of strategic and/or material relevance to the procurement process or the project/assignment that is not available to other Vendors and that could or could be seen to give the Vendor an unfair competitive advantage.

"Consulting Service" means the provision of non-legal expertise or strategic advice by specially trained and qualified professionals for the purposes of assisting Victoria University in decision-making, including activities relating to critical and/or commercial analysis, the formulation and/or implementation of recommendations relevant to Victoria University's business or clients.

Consulting Services do not include:

- (i) services in which the physical component of an activity would predominate, for example, services for the operation and maintenance of a facility, plant or information technology systems and/or infrastructure, water-testing services, exploratory drilling services, surveying, temporary

- help services, training/education instructors, employee placement, auditing services, and aerial photography;
- (ii) any licensed professional services provided by medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries in their regulated capacities; or
 - (iii) the provision of information technology system implementation services where such services are purchased in conjunction with the purchase of information technology systems and software provided by the same Vendor.

“Contract” means the formal written legal contract for goods or services that is entered into with a third party, at the conclusion of a procurement process or otherwise, including any schedules and extracts from a bid or proposal that are incorporated therein, as applicable and any amendments thereto executed with the appropriate level of procurement approval authority.

“Disqualification Period” has the meaning given to it in Section G.3.

“Electronic Tendering System” means a computer-based system (such as MERX) that provides Vendors with access to information related to Open Competitive procurements.

“Evaluation Framework” means the document developed by Victoria University to describe and outline the evaluation process that will be used to select the prequalified parties for an RFQ or the preferred proponent for an RFP.

“Grounds for Disqualification” has the meaning given to it in Section G.

“Ineligible Person” has the meaning given to it in Section F.6.

“Invitational RFP”, “Invitational Tenders” or “Invitational Competitive” means a procurement method of inviting at least three Vendors to respond to a request for the supply of goods or services, including Consulting Services, based on stated delivery requirements, performance specifications, terms and conditions.

“Non-Consulting Service” means the provision of services other than a Consulting Service.

“Notice of Disqualification” has the meaning given to it in Section G.4.1.

“Open Competitive” means a procurement method that is accessible to prospective Vendors through the use of a publicly available system, including an Electronic Tendering System, and/or publishing the notices in one or more newspapers that are easily accessible to the market.

“Policy” means Victoria University Procurement Policy.

“Procurement Value” means all costs and Conferred Value associated with a procured Contract, including all actual and quantifiable contingent payments payable by Victoria University associated with the goods and services procured (e.g. cash allowances) pursuant to the Contract, excluding sales taxes.

“Procurement Value Increase” means the increase in costs and Conferred Value in excess of the original Procurement Value incurred since the date of the original procurement approval, excluding sales taxes. A Procurement Value Increase may be caused, without limitation, by price increases, volume uptake, extension of Contract expiry dates, or other unforeseen circumstances.

"Prohibited Act" has the meaning given in the relevant procurement documents, or in the absence of a definition within the procurement documents, the definition given in terms of this Policy is the following:

- (i) offering, giving or agreeing to give to Victoria University or any public body (or anyone employed by or acting on their behalf), or to any family member of such person, any gift or consideration of any kind as an inducement or reward;
 - a. for doing or not doing, or for having done or not having done, any act in relation to a Vendor becoming a prequalified party; or
 - b. for showing or not showing favour or disfavour to any person in relation to a Vendor's procurement submission;
- (ii) provided that this definition shall not apply to a Vendor, team member, or key individual (or anyone employed by or acting on their behalf) providing consideration to Victoria University or any public body in the ordinary course;
- (iii) entering into any other agreement with Victoria University or any public body in connection with the project if a commission or a fee has been paid or has been agreed to be paid by a Vendor or any of its team members, key individuals or any of their affiliates, or on its behalf or to its knowledge, to Victoria University or any public body (or anyone employed by or acting on their behalf), or to any family member of such person, unless, before the relevant agreement is entered into, particulars of any such commission or fee have been disclosed in writing to Victoria University, provided that this definition shall not apply to a fee or commission paid by the Vendor or any of its team members, key individuals or any of their affiliates (or anyone employed by or acting on their behalf) to Victoria University or any public body pursuant to an agreement where such fee or commission is paid in the ordinary course without contravening the intent of this section;
- (iv) breaching or committing any offence under applicable law in respect of corrupt or fraudulent acts in relation to a procurement process; or

- (v) defrauding or attempting to defraud or conspiring to defraud Victoria University or any other public body.

“Request for Expression of Interest” or “RFEI” has the meaning set out in Subsection B.1 of this Section III.

“Request for Proposals” or “RFP” has the meaning set out in Subsection B.3(i) of this Section III.

“Request for Qualifications” or “RFQ” has the meaning set out in Subsection B.2 of this Section III.

“Request for Standing Offer” or “RFSO” has the meaning set out in Subsection B.4 of this Section III.

“Request for Tender” or “RFT” has the meaning set out in Subsection B.3(ii) of this Section III.

"Restricted Person" has the meaning given in the relevant procurement documents, or in the absence of a definition within the procurement documents, the definition given in terms of this Policy is the following:

any person who, or any member of a group of persons acting together, any one of which:

- (i) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada or Ontario;
- (ii) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotics substances or arms, or is or has been involved in terrorism;
- (iii) in the case of an individual, (i) the individual has been convicted of any indictable offence less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) the individual has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence less than five years prior to the date at which the consideration of whether such individual is a “Restricted Person” is made hereunder;
- (iv) in the case of a person other than an individual, (i) it or any of the members of its (or its general partner’s) board of directors or its senior executive managers has been convicted of any indictable offence less than five years prior to the date at which the consideration of whether

such person is a “Restricted Person” is made hereunder, whether or not such person received a custodial sentence; or (ii) any of the members of its (or its general partner’s) board of directors or its senior executive managers has been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence less than five years prior to the date at which the consideration of whether such person is a “Restricted Person” is made hereunder;

- (v) has as its primary business the acquisition of distressed assets or investments in companies or organisations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;
- (vi) is subject to a material claim of Victoria University under any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the consideration of whether such person is a “Restricted Person” is made hereunder, and which, in respect of any such pending claim, if it were to be successful would, in Victoria University’s view, in either case, be reasonably likely materially to affect the ability of the Vendor to perform its obligations under an agreement, if it were to become the successful Vendor in a procurement process; or
- (vii) has a material interest in the production of tobacco products.

“Single Source” means the use of a non-competitive procurement method to acquire goods or services from a specific Vendor even though there may be more than one Vendor capable of delivering the same goods or services.

“Sole Source” means the use of a non-competitive procurement method to acquire goods or services from a specific Vendor because there are no other Vendors available or able to provide the required goods or services.

“Standing Offer Agreement” or **“SOA”** has the meaning set out in Subsection B.4 of this Section III.

“Total Cost of Ownership” or **“TCO”** means the complete cost of acquiring, implementing, operating, and maintaining a product or service over its entire lifecycle. TCO includes direct costs (e.g., purchase price, setup fees) and indirect costs (e.g., training, access constraints, heritage methods, and coordination with academic schedules).

“Substantial Performance” has the meaning set out in Section I.2.

“Vendor” means a third party or group of third parties, which may include any company, partnership, joint venture or individual, in their own capacity or acting as a consortium, that can provide goods, Non-Consulting Services, and/or Consulting Services (and for clarity, without regard to whether or not a direct or

indirect contracting relationship exists) and includes but is not limited to contractors, subcontractors, service providers, suppliers and consultants. Any Vendor that is participating in a procurement process with the intention or potential to act as a potential provider of goods or services may also generally be referred to as a “bidder” or a “bidding Vendor”.

“VOR” or “VOR Arrangement” has the meaning set out in Subsection B.3(iv) of this Section III.

B. Procurement Methods Definitions

B.1. Requests for Expressions of Interest and Requests for Information

B.1.1. Requests for Expressions of Interest

A Request for Expression of Interest (“RFEI” or “EOI”), which may also be sometimes referred to as a “request for information” is used to assess the ability of the current market to fulfill the potential need for goods or services, identify a list of potential Vendors that may be interested in participating in a future procurement. An RFEI may also allow potential Vendors to gain a better understanding of the potential scope of work in preparation for a future procurement, assemble consortia or partnerships as necessary to better respond to future requirements of a potential procurement, or provide valuable feedback to Victoria University about the feasibility of the requirements associated with a potential procurement.

Depending on the formality of interaction associated with an RFEI or EOI, the process may be less formally described and conducted as a “market sounding”.

The term “request for information” is often equated to an RFEI or EOI, but is more commonly used at Victoria University to mean the form of communication request made by bidding Vendors during a procurement process to seek information and/or ask questions of Victoria University in respect of an ongoing procurement.

B.2. Request for Supplier Qualifications

A Request for Supplier Qualification (“RFSQ”) is issued to invite Suppliers to submit documentation demonstrating their qualifications, experience, and capacity to supply the goods or services identified in the RFSQ. The purpose of the RFSQ is to establish a list of prequalified Suppliers who meet the specified criteria and are eligible to participate in future procurement processes, including Requests for Proposals (“RFPs”) or other competitive solicitations.

RFSQ criteria must be limited to those necessary to assess legal, financial, commercial and technical capacity, and must not unduly

restrict competition. Criteria should be relevant to scope, proportionate to the anticipated value of future opportunities, and inclusive of otherwise qualified Suppliers.

Departments may collaborate with the Procurement Office to define criteria that reflect operational or campus-specific needs, ensuring local or incumbent Suppliers remain eligible. RFSQ lists must include provisions for periodic refresh and rolling admission to accommodate market changes and supplier capacity.

Prequalification lists and Vendor of Record (VOR) arrangements shall be refreshed as needed. Suppliers in good standing on the University of Toronto, Supply Ontario or OECM arrangements for similar scopes may be admitted through an abridge verification process subject to the Procurement Office's review and approval.

B.3. Requests for Qualifications

A Request for Qualifications (“**RFQ**”) is used prior to the issuance of an RFP to request Vendors to submit qualifications demonstrating their capability to provide the good or service that will be the subject of the RFP. Vendors that meet the stipulated requirements shall, subject to any specific limitations set out in the RFQ regarding the maximum number of prequalified Vendors, be added to a list of prequalified Vendors for subsequent RFPs. Prequalification lists and VORs shall provide rolling admission or scheduled refresh as needed to address market changes, capacity additions and supplier performance.

B.4. Requests for Proposals, Tenders, VOR Arrangements and Standing Offer Arrangements

(i) Requests for Proposals

A Request for Proposals (“**RFP**”) broadly describes the competitive procurement process for goods or services where such goods or services are known, but the means and methodology of how such goods and/or services will be provided are unknown. Vendor proposals for the means and methods of such goods and/or services are evaluated based on pre-determined criteria, which may be both financial and non-financial in nature.

(ii) Request for Tenders

A Request for Tender (“**RFT**”) broadly describes a type of RFP where both the type of goods and services and the general means for delivery of such goods and services are known. Vendor proposals are based solely on pricing after

demonstrating that all mandatory qualifications to deliver the goods and services have been met.

(iii) **Request for Quotation**

A Request for Quotation (“RFQ”) broadly describes a type of RFP where:

- (i) both the type of goods and services and the general means for delivery of such goods and services are known and
- (ii) there is no need to assess qualifications of potential Vendors as all potential Vendors are known to be capable of delivering the good or service. Responses to a Request for Quotation are based solely on price.

(iv) **Vendor of Record Arrangements**

A Vendor of Record Arrangement (“**VOR**” or “**VOR Arrangement**”) broadly describes a type of RFP that combines both an Open Competitive prequalification step and an Invitational Competitive second stage request step into one procurement process. Where appropriate, Victoria University encourages the use of VOR Arrangements, provided they align with the university’s institutional and project-specific needs. Victoria University may access and utilize VOR Arrangements established by Supply Ontario and the Ontario Education Collaborative Marketplace (“OECM”). Victoria University may also establish and maintain its own VOR arrangements to support specific institutional requirements.

In the first stage for VOR arrangements, Vendors for specific services are added to a list of prequalified Vendors based on an evaluation of capabilities, experience, pricing and rates, or other information relevant for contracting purposes. Prequalified Vendors are required to execute master agreements that may include terms describing: the manner in which Vendors will be invited to participate in the second stage; pricing upset limits for individual mandates, and any refresh mechanisms used to update the list of qualified Vendors.

In the second stage, Vendors are invited to submit proposals to specific scopes of work for goods or services. The complexity of a second stage process within a VOR Arrangement may vary, and depending on the circumstances,

can resemble that of a standalone RFP, RFT or Request for Quotation. In the circumstance that only one Vendor is required to be invited to submit a response to a second stage request (see Table A to this Policy), such procurement is still, for clarity, an Invitational Competitive procurement and is not a non-competitive procurement subject to the requirements of Section D.3. of this Policy.

Reference to Other Institutions

Victoria University may refer to the University of Toronto's ("the U of T") VOR list for guidance, but must establish its own arrangements to meet institutional requirements.

B.5. Request for Standing Offer Arrangements

A Request for Standing Offer ("RFSO") Arrangement describes a type of RFP that competitively procures Vendors in a single stage procurement based on an evaluation of capabilities, experience, pricing and rates, or other information relevant for contracting purposes. A selected number of successfully qualified Vendors are selected under the RFSO evaluation to enter into a Standing Offer Agreement ("SOA") which functions similar to a master service agreement under a VOR Arrangement, but has the added and distinct feature of including binding and irrevocable pricing for each Vendor with respect to defined scopes of work. Vendors who have executed an SOA are committed to deliver pricing on the terms as submitted and are eligible to be engaged upon a "call-up", whereby Victoria University accepts the terms of the pricing.

The RFSO is a more efficient alternative to a VOR Arrangement when the scope of work which would typically be issued under a second stage process is known and repeatable for the program of services being procured. For the purposes of obtaining procurement approvals and optimizing the use of the RFSO, it is generally expected that full purchasing approvals for the duration of the term of the SOAs are obtained at the time of issuance of the RFSO, and not on a call-up by call-up basis.

IV. Scope

This policy applies to the procurement of all goods and services purchased by the University for use in its academic, research, administrative, and other activities, regardless of the source of funding for those activities.

Where specific funding agencies impose requirements that are stricter than those of this policy, those requirements must be followed. Where funding agency requirements are less strict than those of this policy, this policy takes precedence.

V. Policy Statement

A. PRINCIPLES

Procurement is the whole process of the acquisition of goods and services (including the acquisition of assets, associated services, and awarding of Contracts and contract management of Vendors to assure ongoing value). The procurement of goods and services must be conducted in a manner that considers the public interest and that conforms to the following principles:

A.1. Equity, Diversity, Inclusion and Accessibility (EDIA)

Victoria University recognizes the importance of Equity, Diversity, Inclusion, and Accessibility (EDIA) and is committed to conducting procurements in a manner which promotes recognition, opportunity and safety for equity-deserving groups. The University shall not tolerate any form of systemic or other racism or discrimination in its procurement practices or those of its bidding Vendors.

Victoria University's ongoing commitment to anti-racism and discrimination-free practices will be enshrined each phase of its procurements and in each Contract procured, facilitated and/or executed by its Procurement Office.

A.2. Geographic Neutrality and Reciprocal Non-Discrimination

The University must ensure that access for suppliers to compete for business is geographically neutral with respect to other jurisdictions that practice reciprocal non-discrimination with Ontario.

A.3. Supplier Access, Transparency, and Fairness

Access for qualified suppliers to compete for Victoria University's business must be open and the procurement process must be conducted in a fair and transparent manner that provides equal and fair treatment to suppliers. Suppliers must have equal access to information on procurement opportunities, processes and results.

When the University sets requirements for participating in a procurement process, it will restrict these conditions to only those necessary to verify that a supplier possesses the legal, financial, commercial, and technical capabilities to fulfill the procurement requirements.

A.4. Conflict of Interest

Conflicts of Interest must be avoided during the procurement process and the ensuing Contract by ensuring disclosure and taking steps to mitigate potential conflicts of interest, up to and including recusal. Employees are also not permitted to directly or indirectly oversee Vendor contracts and relationships in their professional capacities where the Vendor is within arm's length of the employee. An example of an arm's length person would include, but is not limited to, family members, friends, and other personal relationships.

Relationships must not be created which result in dependency on a single Vendor for recurring or specialized services.

A.5. Value for Money

Goods and services must be procured only after consideration of both financial and non-financial factors, including university objectives, procurement alternatives, timing, supply strategy, and procurement method.

A.6. Professional and Responsible Management

The procurement of goods and services must be professionally, effectively and responsibly managed through appropriate organisational structures, systems, policies, processes, and procedures.

A.7. Accountability

The University must be accountable for the results of its procurement decisions and the appropriateness of the processes.

A.8. Sustainability

Procurement planning and activities should be undertaken with a view of promoting social, environmental and financial sustainability.

B. APPLICATION

B.1. Application to Goods and Services

Subject to Section B.2., this Policy is mandatory for Victoria University and applies to procurement of all goods and services (including construction, non-consulting services, consulting services, and information technology) procured by the University, either on its own or on behalf of an entity other than the University.

B.2. Application to Staff

This Policy applies in its entirety to all Victoria University staff and individuals under contract to the University. For the purposes of this Policy, “all Victoria University staff” and “all individuals under contract to Victoria University” will be collectively known as Victoria University.

B.3. Applicability of the BPS Procurement Directive

Victoria University has adopted the “Broader Public Service Procurement Directive” of the Government of Ontario, as released January 1, 2024 and with any subsequent amendments (referred to herein as the “BPS Directive”). All mandatory requirements of the BPS Directive are to be considered part of this policy; certain sections are reproduced where they add clarity to the policy requirements. In the event of differences between this policy and the BPS Directive, the latter takes precedence.

C. PROCUREMENT APPROVALS AND METHODS

C.1. Procurement Planning

Prior to any procurement activities, the University shall undertake planning to identify the goods and/or services required to meet its needs, to determine the appropriate procurement method and the appropriate approvals required. The University shall not prepare, design, or otherwise structure a procurement, select a valuation method, or divide procurement requirements to avoid the obligations of this Policy. Where internal expertise is limited, the University may source external advice to support planning and ensure compliance with this Policy.

C.2. Procurement Value

C.2.1. Determining Procurement Value

- (i) Victoria University must determine the Procurement Value of all procurements in order to determine the appropriate level of procurement approval authority and the available and recommended procurement methods. Victoria University must consider all costs and benefits, including any Conferred Value, associated with entering into a Contract with a Supplier.
- (ii) For projects delivered in multiple phases or stages, the Procurement Value must be calculated based on the Total Project Cost (TPC), which includes all anticipated phases, components, and related expenditures necessary to complete the full scope of the project. Procurement Value must not be limited to the cost of a single phase or stage where the overall project scope is known or reasonably foreseeable.
- (iii) Where there is a high probability that the result of a procurement process will result in no eligible supplier submissions being within the Procurement Value, measures must be taken to mitigate such exceedance. This includes ensuring that an internal plan is in place to address the increase in total project cost (TPC) of projects approved by the Board of Regents annually. However, for large capital and infrastructure projects (e.g. new buildings, major technology or infrastructure upgrades), all procurement value increases must be approved.

C.2.2. Where a procurement or project originally approved below a specified Procurement Value threshold subsequently increases in scope, duration, frequency, or cost such that the Total Project Cost (TPC) exceeds a higher approval or procurement threshold, the revised Procurement Value shall be reassessed immediately.

Upon identification that a procurement has exceeded or is reasonably expected to exceed a higher threshold:

- (i) The Procurement Office must be notified promptly;
- (ii) All further work, extensions, or additional scope must not proceed until appropriate procurement approvals and procurement method determinations have been obtained; and
- (iii) Victoria University shall consider whether the goods or services must be re-procured using a different procurement method, including a competitive process or the establishment of a Vendor of Record (VOR) arrangement.

Failure to reassess the Procurement Value when thresholds are exceeded may result in corrective action, as determined by the University.

C.3. Artificial Reduction in Procurement Value Prohibited

C.3.1. The value of a procurement must not be reduced in any attempt to avoid the application of other requirements of this Policy, including requirements relating to procurement method, level of procurement approval authority or reporting obligations.

C.3.2. Inappropriate reduction in Procurement Value may include subdividing a single scope of goods or services to be provided into multiple procurements or Contracts to one or more Suppliers. For clarity, subdivision of a single scope of goods or services in a procurement or Contract is not prohibited where approvals for the full Procurement Value (that is, approval to procure the total scope of goods and services) is disclosed and sought in the first instance.

C.3.3. In the event that Victoria University seeks to amend an existing Contract with a Vendor by adding related or follow-on goods or services to the scope of such Contract, and the need for such related or follow-on additional goods or services was not reasonably foreseeable at the time of the original procurement, then the amendment of the existing Contract is permissible and may proceed subject to all requirements with respect to Procurement Value Increases as set out in C.4.2. For greater clarity, any such addition of related or follow-on goods or services to a Vendor's Contract scope, provided that such additional related or follow-on scope was not reasonably foreseeable at the time of the original procurement, shall not result in an interpretation that the original Procurement Value was artificially reduced.

C.3.4. For greater certainty, repeated or incremental procurement of goods or services from the same Vendor, whether through multiple contracts, purchase orders, invoices, or informal engagements, may constitute an inappropriate reduction or circumvention of actual Procurement Value. Where the cumulative value of the incremental procurements exceeds applicable thresholds, the business area should consult with the Procurement Office.

Department is responsible for monitoring cumulative expenditures by a Vendor across all procurements regardless of whether individual transactions fall below the competitive or approval thresholds.

The absence of intent to avoid this Policy does not relieve departments of the obligation to comply with procurement thresholds and escalation requirements as specified in this Policy.

Instances of unmanaged cumulative Procurement Value or failure to comply with escalation requirements may be subject to remedial action in accordance with Section I.3 of this Policy.

C.4. Procurement Approvals

C.4.1. Requirement to Obtain Approvals

- (i) Departments must seek all required approvals from the appropriate level(s) of approval authority.

For clarity, as outlined in A.1.2. and A.1.3., approvals required under this Policy must be provided by an individual who is organisationally senior to the individual initiating the procurement action or transaction. An individual shall not approve their own procurement activity or exercise approval authority delegated to a subordinate.

Budgetary authority does not, in itself, imply purchasing authority. Obtain approval in accordance with [Tables A.1.1.](#) and [A.1.2.](#) in [Schedule 1 – Approval Authority Schedule](#) for consulting and non-consulting services before commencing a procurement or executing a Contract procured pursuant to a Victoria University procurement process (including any Contract that was procured pursuant to a second stage request under a VOR Arrangement).

C.4.1.1 Buy Ontario Act, 2025

Victoria University's departments shall give preference to Ontario business for their procurement in accordance with [Buy Ontario Act, 2025](#) and any binding directive issued by the Management Board of the Cabinet. The University, including its departments and third-party supply chain managers, must adhere to these standards to ensure continued eligibility for any provincial funding. Non-compliance with the Act or its directives may result in corrective actions and public reporting of the University's compliance failures.

Refer to threshold amounts outlined in [Schedule 1 – Approval Authority Schedule](#).

C.4.1.2 Compliance with Ontario's Procurement Restriction Policy

Victoria University is required to comply with the [Procurement Restriction Policy](#) established by the Government of Ontario. Refer to the operating procedures outlined in [Schedule 5 - Compliance with Ontario's Procurement Restriction Policy](#).

C.4.2. Approvals for Procurement Value Increases

- (i) Victoria University must seek all required approvals from the appropriate level(s) of approval authority (including any procurement that establishes or uses a VOR Arrangement) for all Procurement Value Increases before continuing with a procurement. Refer to the thresholds in the [Table A.1.3 in Schedule 1 Approval Authority Schedule](#).

- (ii) Victoria University shall consider, as result of any Procurement Value Increase, whether another Procurement method should be used to re-procure the goods or services. Re-procurement of the goods or services may be relevant depending on the amount of the Procurement Value Increase relative to the original Procurement Value and whether the Procurement Value Increase causes the revised Procurement Value to exceed the approval threshold of the original approval authority. Approved Procurement Value Increases must be documented and changes in the Procurement Value must be reflected through signed amendments to the applicable Contract.

- (iii) A Procurement Value Increase shall not be permitted where the Supplier under an existing Contract is requested to:
 - 1. provide additional scope of goods or services that is: (a) entirely unrelated to; (b) not a follow-on good or service; and (c) not explicitly contemplated within, the original scope of goods or services delivered by the Supplier, unless otherwise falling within the exemption set out in Section C.4.2(iv); or
 - 2. retain another third-party sub-Supplier on behalf of Victoria University for a scope of goods or services that is: (a) entirely unrelated to; (b) not a follow-on good or service; and (c) not explicitly contemplated within, the original scope of goods or services delivered by the Supplier.

- (iv) A Procurement Value Increase for the circumstances described in Section C.4.2(iii) may be permissible if the following conditions are satisfied:
 - 1. the original goods were for information technology software and systems;
 - 2. the follow-on purchase of unrelated software and systems has been determined to be necessary for system

compatibility with enterprise information technology architecture;

3. the follow-on Procurement Value Increase is supported by a business case consistent with the business case for a Non-Competitive (sole source) procurement, inclusive of the required elements set forth in Part A of [Schedule 3 – Non-Competitive Procurement to this Policy](#); and
4. all required approvals have been obtained.

C.4.3. Establishing Value for Money in Victoria University Procurements

- (i) The Victoria University Procurement Office within the Finance and Payroll Services Department may, at its sole discretion, require an additional demonstration that the value for money has been obtained in the following circumstances:
 - (1) Where the Procurement Value is less than \$30,300 and, pursuant to the rules set out in Table A to [Schedule 2 - Vendor of Record Second Stage Requests](#) to this Policy, only one Vendor under a VOR Arrangement has been invited to provide a second stage submission, particularly where the first stage of the VOR Arrangement did not involve evaluation of Supplier pricing;
 - (2) Where a Standing Offer Arrangement (SOA) call-up is only issued to one Supplier;
 - (3) Where Victoria University receives only one responsive submission as described in Section D.2.1., or
 - (4) In satisfaction of the requirements of Section A (vii) of Schedule 3 – Non-Competitive Procurement to this Policy.
 - (5) Where a non-VOR vendor has been awarded the procurement.
- (ii) In exercising its discretion to demonstrate that value for money has been obtained in response to the circumstances set out in Section C.4.3(i) above or Section C.4.3(iii) below, Victoria University may do any one or more of the following, as reasonable and appropriate in the circumstances:

- (1) negotiate with the Vendor a lower price before execution of the Contract;
 - (2) conduct a cost analysis of the Vendor's proposed price, and/or
 - (3) establish that the Vendor's proposed pricing is at or within the budgeted amount for such Contract determined by Victoria University prior to the commencement of the procurement process.
 - (4) Value for money and cost analyses may consider Total Cost of Ownership.
- (iii) Demonstration of a satisfactory negotiated outcome under Section C.4.3(i) may include:
- a) evidence that the Vendor's proposed price has been further reduced from initial pricing provided by such Vendor in the procurement process through the exercise of rights available to Victoria University in the relevant procurement documents;
 - b) the inclusion by the Vendor in the draft Contract of representations that the proposed pricing represents pricing granted on a "preferred vendor" basis or covenants that the goods and/or services contracted for shall be subject to "preferred vendor" conditions, or
 - c) evidence that the Vendor has applied a volume discount to its proposed pricing when compared to typical vendor pricing for similar goods and/or services.

For clarity, if a Vendor includes additional goods or services beyond those specified in a proposal or Contract, even at no extra cost, this shall not automatically fulfill the requirements of Section C.4.4. If additional goods or services are to be provided, a separate review for value for money shall be conducted. Payment or other consideration shall be made unless Victoria University chooses to purchase or contract for such additional goods or services.

- (iv) If the conditions outlined in Section C.4.3(i) arise, but the Vendor's pricing falls within Victoria University's preapproved budget for the procurement, Victoria University will not cancel and reissue the same procurement solely to secure better pricing or engage in bid shopping.
- (v) A cost analysis of the Vendor's proposed price carried out pursuant to Section C.4.3(ii)(2) should demonstrate either:
 - a) The Vendor's proposed pricing is similar to the current average cost of a similar quality good or service offered by the Vendor's competitors, or
 - b) The Vendor's proposed pricing is similar to the pricing for the same good and/or service provided by the Vendor to Victoria University within the last 5 years, adjusted for a reasonable annual escalation for inflation.
- (vi) In order to satisfy Section C.4.3.(ii)(3), it must be demonstrated that Victoria University's preapproved budget for such procurement was based on a business case and/or due diligence sufficient to establish a reasonable estimate of the Procurement Value for such procurement.

C.5. Bids in Excess of Budget Approved Amount

C.5.1. Victoria University shall have no obligation to execute or award a Contract where the price of:

- (i) The highest ranked Vendor following the evaluation process; or
- (ii) The Vendor whose submission is the only bid eligible for acceptance,

exceeds Victoria University's preapproved budget for such Contract, irrespective of the method of procurement.

C.5.2. If Victoria University determines that it wishes to award a Contract to a Vendor in the circumstances described in Section C.5.1., then Victoria University shall, before seeking approval for a budget increase in respect of the Contract to be award, attempt to mitigate the price impact relative to the previously approved budget by pursuing:

- (i) At least one of the methods described in Section C.4.3(ii).; or
- (ii) Any other method or process disclosed within the procurement documents that are available for use to mitigate price impacts, which may include, but are no limited to, adjusting the scope of work or deliverables in the Contract (i.e. "de-scoping").

To the extent that any mitigation of the price impact of the Vendor's submission results in a reduction in price but not below the previously approved budget for such procurement, Victoria University shall have no obligation to either:

- (i) Seek any approval for an increase to the approved budget, or
- (ii) Execute or award a Contract

and may thereafter cancel and/or reissue the procurement.

C.5.3. Victoria University's ability to execute or award any Contract to a Vendor whose price exceeds the approved Procurement Value shall be subject to, at all times, obtaining necessary approval for a Procurement Value increase.

D. PROCUREMENT METHODS

D.1. Competitive versus Non-Competitive

Procurements may be either competitive or non-competitive. Non-competitive procurement methods are conducted either by way of a Sole Source or a Single Source procurement. Non-competitive procurements also occur when the term of a Contract is extended and the procurement document for such Contract did not contemplate such extension. Competitive procurement methods are conducted either in an Open Competitive or an Invitational Competitive manner. In turn, an Invitational Competitive procurement may proceed by way of a direct invitation of Vendors or by way of a VOR Arrangement.

Business Areas must determine the Procurement Value of all procurements in order to determine the appropriate level of procurement authority and the available and recommended procurement methods. Refer to [Tables A.1.1.](#) and [A.1.2.](#) of [Schedule 1 – Approval Authority Schedule.](#)

D.2. Competitive Procurements – Unique Circumstances

Notwithstanding any other provisions of this Policy to the contrary, Victoria University shall be considered to have procured a contract in a competitive manner in the following circumstances:

- D.2.1.** At the conclusion of a competitive procurement process, only one Vendor has submitted a proposal that is eligible for acceptance;
- D.2.2.** The award of a Contract to a Vendor is made on substantially the same terms of its bid or submission within a reasonable period of time following the expiry of any applicable bid validity period;

D.2.3. In respect of the purchase of information technology systems and software, where a third party is procured to conduct the screening and assessment of Vendors and:

- (i) The scope of services for the third party explicitly includes the requirement to conduct such an assessment at the time of entering into a Contract with Victoria University and such scope is approved in writing by the appropriate approval authority with accountability for Information Technology before the closing of the procurement process for the procurement of the third party;
- (ii) Such third party was procured in a standalone Open Competitive procurement;
- (iii) Such third part has documented criteria for an completed a market-wide screening and assessment of potential Vendors for the purposes of identifying eligible Vendors with systems and/or software which satisfy Victoria University’s requirements in a manner that is substantively similar to an open market Request for Qualifications (RFQ).
- (iv) Victoria University conducts an assessment of proposed qualified Vendors as recommended by such third party on an invitational basis in a manner that is substantively similar to an Invitational Competitive RFP; and
- (v) The final Contract terms with the successful Vendor for the system and/or software include representations that the proposed pricing represents pricing granted on a “preferred vendor” or includes covenants that the goods and/or services contract for shall be provided at a demonstrable discount, “preferred vendor” conditions.

D.3. Criteria for Non-Competitive Procurements

Victoria University shall procure all goods and services competitively, except that a non-competitive procurement method may only be used if:

- (i) either:
 - (i) a business case addressing all of the elements in Part A of Schedule 3 – Non-Competitive Procurement to this Policy, including the identification of any applicable exemption listed in [Part B of Schedule 3 – Non-Competitive Procurement](#) to this Policy, is included;
 - (ii) the non-competitive procurement is a Single Source (but not a Sole Source) procurement of goods or Non-Consulting

Services with a Procurement Value less than \$9,999.99; or

- (iii) Victoria University has been given superseding direction of the Board of Regents. The extent that the specific instructions in the written directions or instruments regarding the procurement process or vendor selection shall supersede the relevant provisions of this Policy; and
- (iv) All required approvals have been obtained.

Where the procurement qualifies as a Sole Source, a Sole Source Form must be completed and submitted to the Procurement Office. Please refer to Section C of Schedule 3 – Non-Competitive Procurement for the Sole Source Form and submission instructions.

D.4. Criteria for Competitive Procurements

D.4.1. Competitive procurements, regardless of whether the procurement is for goods, Non-Consulting Services or Consulting Services will generally proceed first by way of any VOR Arrangement or SOA, if:

- (i) a VOR Arrangement or SOA call-up for the particular good or service already exists; and
- (ii) the scope associated with the anticipated good or service is expressly contemplated within the terms of the master agreement or SOA, as applicable, with the Vendor.

D.4.2. The use of a VOR Arrangement or Standing Offer Arrangement may be set aside in favour of a standalone Open Competitive procurement if, in the judgment and discretion of the President, CAO and Bursar, or appropriate approval authority with accountability for Procurement, the scope associated with the anticipated goods or services:

- (i) Are not expressly or clearly contemplated within the scope of the applicable master agreement or standing offer agreement; or
- (ii) Are materially more complex, specialized, or unique than the scope originally contemplated under such agreement.

Any such determination shall be made in alignment with this policy and institutional objectives and project-specific requirements.

D.4.3. In determining the number of potential Vendors that must be invited pursuant to a VOR Arrangement, or determining whether to conduct an Invitational Competitive or Open Competitive procurement, Victoria University shall abide by the requirements set out in **Error! Reference source not found.** to this Policy, first having taken into consideration the Procurement Value and the category of procurement (i.e. goods, Consulting Services or Non-Consulting Services). Where fewer than three qualified Vendors remain available or responsive under a VOR or SOA, Victoria University may initiate a supplemental refresh or invitational process to restore competition.

D.5. Criteria for Invitational Competitive Procurements

Provided that all required approvals have been obtained, Victoria University may use an Invitational Competitive procurement process instead of an Open Competitive procurement process in the following circumstances:

- D.5.1.** the Invitational Competitive procurement process follows any other Open Competitive prequalification which explicitly permits one or more subsequent Invitational Competitive procurement processes;
- D.5.2.** the goods or services to be procured are of a confidential and commercially sensitive or privileged nature, such that disclosure of those matters through a public tendering process could reasonably be expected to compromise the confidentiality obligations of Victoria University or any entity on behalf of whom Victoria University is conducting a procurement process, cause economic disruption, or otherwise be contrary to the public interest;
- D.5.3.** the Invitational Competitive procurement process is in respect of information technology goods, in particular the provision of software licences, and where Victoria University demonstrates prior to the commencement of such Invitational Competitive procurement that there has been a reasonable assessment of the number of qualified Vendors in the market capable of providing such information technology goods for Victoria University's use; or
- D.5.4.** where none of other subsections of this Section D.5. apply, then only if the business case for the proposed Invitational Competitive procurement is consistent with the business case for a Non-Competitive procurement, inclusive of the required elements set forth in in [Part A of Schedule 3 – Non-Competitive Procurement to this Policy](#).

Where procurement falls under one or more of the circumstances described in Section D.5.1 through D.5.4, Victoria University may proceed with an Invitational

Competitive procurement process in accordance with the thresholds and requirements set forth in [Schedule 1 – Approval Authority Schedule](#).

Where Victoria University has an established a VOR list, subsequent Invitational Competitive procurement may be conducted among Vendors on the VOR list, consistent with the terms and conditions of the VOR arrangement and subject to the applicable value thresholds and approval requirements set forth in [Schedule 2 – Vendor of Record Second Stage Requests](#).

E. MARKET SOUNDING: NOT CONSIDERED A FORMAL PROCUREMENT PROCESS

From time to time, Victoria University may issue a Request for Expression of Interest or otherwise engage potential Vendors and other stakeholders in an informal market sounding. Such market soundings do not constitute the initiation of an actual procurement process and shall not confer any competitive advantage.

No presumption of any collusion risk or Conflict of Interest shall be created in the procurement simply by virtue of any one or more potential Vendors' participation in a market sounding process.

Although Victoria University may conduct or engage in a market sounding on any topic at any time, if a market sounding is conducted in respect of a topic pertaining to a specific procurement and that procurement process is ongoing (that is, an RFQ or RFP has been issued), the communications protocols existing in those procurement documents must be followed.

F. ETHICS AND INTEGRITY IN PROCUREMENT CONDUCT

F.1. General Ethics

Victoria University shall make all efforts to ensure ethical behaviour and practices in Victoria University procurements to protect public interest, reinforce Victoria University's reputation in the marketplace and continually increase confidence in Victoria University's procurement processes, including achieving value for money. Employees shall abide by the Victoria University Code of Conduct, Victoria University Conflict of Interest Policy, Victoria University Safe Disclosure Policy, Victoria University Discrimination Guidelines, and other relevant policies as applicable.

F.2. Conflicts of Interest

Conflict of interest, whether actual, potential or perceived, must be avoided during the procurement process and the ensuing contract. It is the responsibility of individuals involved in procurement decision making, a procurement process and/or ongoing management/oversight of the Vendor relationship to disclose any actual, perceived or potential conflicts of interest according to the University's

institutional policies on conflict of interest, including the requirements outlined within this Policy.

Victoria University shall retain sole discretion in determining, at any time in a procurement process, whether there is a perceived, potential or actual Conflict of Interest and the method required to mitigate the Conflict of Interest, if necessary.

F.3. Teaming with Multiple Bidding Vendors – Collusion Risks

The potential for collusion among bidding Vendors may arise in situations where:

- (i) A Vendor, or any affiliated, related company, employee, officer, or director of the Vendor, is providing services for more than one bidding Vendor within the same procurement; or
- (ii) Any affiliated, related company, employee, officer or director of the Vendor is acting on two different bidding Vendor teams within the same procurement, and where the affiliated or related Vendor parties are governed by the same directing minds.

While collusion risks are not the same as Conflict of Interest risks, the powers of Victoria University to assess and mitigate the occurrence of both types of risks are similar.

F.4. Conflicts of Interest Due to Litigation Against Victoria University

To the extent that any litigation or proceeding, which includes but is not limited to mediation, arbitration, or an adjudication (“**Litigation**”), against Victoria University by a bidding Vendor causes an impairment over the objective, unbiased and impartial exercise of Victoria University’s independent judgment or could, or could be seen to, compromise, impair or be incompatible with the effective performance of the Vendor’s obligations under the Contract being procured, the Litigation may be grounds to determine that a Vendor is in a Conflict of Interest.

F.5. Incumbent Advantage

Victoria University is under no duty to take measures to reverse any legitimate or natural incumbent advantage of an incumbent Vendor, such as the advantage flowing from the knowledge and experience obtained while performing a Contract. The experience acquired by a Vendor who is providing or has provided the goods and services described in a procurement process (or similar goods or services) will not, in itself, be considered as conferring an unfair competitive advantage or creating a Conflict of Interest.

F.6. Presumed Removal of Ineligible Persons

F.6.1. If Victoria University discovers that a person listed in the procurement documents as being ineligible to bid or participate with a bidding Vendor team (an “**Ineligible Person**”) has been included as part of a bidding Vendor’s proposal, it is presumed that such event constitutes a Conflict of Interest and Victoria University may, in its sole discretion, require the removal of the Ineligible Person from the bidding Vendor’s team or disqualify the bidding Vendor entirely. There shall be no obligation of Victoria University to conduct additional due diligence to verify whether or not the Ineligible Person was actually involved in the preparation of the Vendor’s proposal.

F.7. Former Victoria University Employees

Employees who depart Victoria University continue to be governed by their obligations under Victoria University’s Conflict of Interest Policy and Confidentiality Policy for employee groups. The post-service restrictions include the requirement for non-disclosure of confidential information and restrictions on switching sides. Victoria University must generally ensure that bidding Vendors are not utilizing confidential information, which would confer upon them an unfair competitive advantage in respect of any procurement to which the bidding Vendor is participating.

F.8. Conflicted Evaluators and Participants in Evaluation of Victoria University procurements

F.8.1. Victoria University shall generally prohibit any instance where a company or individual is acting, or is proposing to act, as an evaluator or subject matter expert to an evaluation and is either, in respect of the same procurement:

- (i) Employed by a bidding Vendor;
- (ii) Affiliated with or related to a bidding Vendor; or
- (iii) Would otherwise have, or be perceived to have, a bias in favour of the bidding Vendor in the procurement,

(each a “**Conflicted Evaluator**”) by removing the Conflicted Evaluator from the evaluation or, if necessary, working on the project entirely.

F.8.2. The principle established in Section F.8.1. shall take into account the following considerations:

- (i) Whether the continued participation of the Conflicted Evaluator during the procurement (but not during the evaluation phase) would confer an unfair competitive advantage to a bidding Vendor due to the bidding Vendor’s relationship with the Conflicted Evaluator.

- (ii) Whether the Conflicted Evaluator has a financial or other pecuniary interest in the bidding Vendor;
- (iii) Whether the Conflicted Evaluator has a material familial relationship or financial interest in common with the bidding Vendor or any individual team member of the bidding Vendor in a personal capacity, including outside of the procurement; and
- (iv) The general freedom of parties to contract in the marketplace and acknowledgement that there may be very few individuals with the expertise possessed by the evaluator or subject matter expert in question.

F.9. Conflict of Interest Disclosure and Mitigation

F.9.1. It is incumbent on all individuals and Vendors participating in, advising or bidding to a Victoria University procurement to disclose and declare the existence of all perceived, potential or actual Conflicts of Interest immediately to the contact persons designated under the procurement documents.

F.9.2. The determination and resolution of Conflicts of Interest must be done in as open and transparent a manner as possible, including the detailed keeping of electronic records and, taking into consideration the risk to the procurement process, potential mitigating actions that have been or could be taken, the notification of external legal counsel and internal adjudication processes.

F.9.3. In addition to sections F.9.1 and F.9.2 above, Victoria University employees involved in procurement activities are required to comply with the University's Employee Policies as published on the Victoria University Human Resources website. Employees must disclose and personal, financial or relational interests that could influence, or be perceived to influence, procurement decisions. Employees must avoid situations where impartiality could reasonably be questioned and ensure that all actions uphold the integrity of the procurement process.

F.9.4. Employees and Vendors must not offer, solicit, or accept gifts, hospitality, or other benefits that could influence, or appear to influence, procurement decisions. Guidance on acceptable and prohibited practices are provided in the Victoria University's Employee Policies for Professionals/Managers & Confidential Staff and the Victoria University Financial Procedures Manual available on the University's website. All provisions in the Financial Procedures Manual operate in conjunction with this Procurement Policy.

F.9.5. For procurements valued at \$121,000 or greater, the purchasing department's Budget Owner and Project Manager are required to complete the Conflict of Interest Disclosure form included in Schedule 6 of this Policy.

F.10. Anti-Racism and Anti-Discriminatory Processes, Policies and Procedures

Victoria University shall incorporate such processes, policies and procedures as required to safeguard its ongoing commitment to anti-racist and anti-discriminatory practices in Victoria University procurements, including, but not limited to, the imposition of requirements obligating bidding Vendors to demonstrate and maintain a commitment to anti-racist and anti-discriminatory practices in Victoria University's procurement documents and Contracts.

F.11. Participant Obligations During Evaluation

In addition to the general requirements and policies governing Victoria University employees, all participants in Victoria University procurements, including third party advisors and service providers retained by Victoria University and/or participating in the evaluation of bids, should familiarize themselves with their roles, responsibilities, and obligations.

Information included in a Vendor's proposal shall be presumed to be confidential and all participants to the evaluation process of a Victoria University procurement must treat information in bidder proposals with appropriate regard for their confidential nature, including following any instructions given to them by Victoria University procurement staff.

F.12. Participant Conflict of Interest Declaration for Evaluation

Participants must make declarations of all perceived, potential or actual Conflicts of Interest in respect of the individuals and companies identified by bidding Vendors in their submissions, before receiving the submission of any Vendor. declarations must be made in accordance with the Conflict of Interest Disclosure Form and Code of Ethics outlined in Schedule 5.

G. INELIGIBLE PERSONS AND DISQUALIFICATION

Victoria University may exclude a Vendor from bidding to any Victoria University procurement, or a submitted bid may be rejected and returned to a Vendor if, in the sole and absolute discretion of Victoria University, any one of the circumstances set out in Schedule 4 to this Policy (each, a “**Ground for Disqualification**”) has occurred in any past or current procurement issued by Victoria University.

G.1. General Rights to Disqualification

Notwithstanding the specific circumstances which may give rise to a Ground for Disqualification as set out in Schedule 4, Victoria University may, in its sole and absolute discretion, prohibit any Vendor from bidding to any Victoria University procurement if continuing to permit such Vendor to participate in Victoria University procurements would reasonably be expected to impair Victoria University’s ability to protect the public interest.

G.1.1. Vendor Disclosure Requirement

Vendors are required to disclose to Victoria University, at the time of submission and upon request, whether the Vendor or any of its associates, including subcontractors, have:

- i. Been convicted of any indictable offence less than five year prior to the date of consideration; or
- ii. Been sentenced to a custodial sentence, other than a suspended sentence, for any regulatory offence less than five years prior to the date of consideration.

Victoria reserves the right to disqualify any Vendor who meets one or both of these criteria from participating in the procurement process.

Failure to disclose such information may constitute grounds for disqualification under this Policy.

G.2. Relevant Experience

Where a bidding Vendor to an Victoria University procurement submits project experience, project example or other product which is attributable to a Vendor who has been debarred in accordance with this Section G., Victoria University may, in its sole and absolute discretion, decline to evaluate such project experience, project example or other product in a Vendor’s Proposal with the consequential impacts to the overall score, status and/or ranking of the Vendor’s Proposal in the procurement process as set out in the procurement documents.

G.3. Disqualification Period

Any entity that is disqualified from a procurement run by the University in the 12-months immediately preceding the issue date of a Requestion for Proposal (a “**Disqualified Entity**”) is not eligible to participate as a Proponent or Advisor to

the Proponent. This prohibition also extends to any person controlled by, that controls or that is under common control with a Disqualified Entity or that has one or more common directors or officers with a Disqualified Entity.

In the event that Victoria University debars a Vendor in accordance with this Section G, the duration of such disqualification in each case shall be for 36 months commencing on the date of the Notice of Disqualification without further notice to the Vendor.

G.4. Notice of Disqualification and Right to Dispute

G.4.1. Following Victoria University's decision to disqualify a Vendor, Victoria University shall promptly issue the affected Vendor a written notice of such intention (each a "Notice of Disqualification") which shall contain:

- (i) notice of Victoria University's intention to disqualify the Vendor;
- (ii) the identification of any related entity or individual, and any partner, principal, director or officer of such Vendor, as well as any other legal entity with one or more of the same partner(s), principal(s), director(s), or officer(s) intended to be barred by Victoria University;
- (iii) the duration of the disqualification, and

the reasons and grounds for the disqualification with reference to this Policy, and including (if applicable) reference to any current or past Contract, Project Agreement, or Victoria University procurement.

G.5. Early Termination of Disqualification Period

G.5.1. Victoria University may, in its sole discretion and upon written notice to a Disqualified Entity, shorten the duration of a Disqualification Period imposed on such Vendor with due consideration to the grounds set out in each applicable Grounds for Disqualification.

H. EVALUATION CRITERIA

H.1. Principle of Evaluation Criteria Development

H.1.1. Evaluation criteria should be developed in consideration with the method of procurement and the principles set out in this Policy.

H.1.2. Evaluation criteria must be clearly disclosed in the procurement documents

H.1.3. The guidelines for assessment of the evaluation criteria shall be set out in the evaluation frameworks. The degree to which the contests of an evaluation framework are disclosed, if at all, as part of the procurement documents shall remain at Victoria University's discretion.

H.1.4. Evaluation frameworks must not be developed in a way that create hidden evaluation criteria and Victoria University shall not, within evaluation frameworks or scoring worksheets, cause disclosed evaluation criteria to be further divided into undisclosed scoring subcategories.

H.2. Sequential Evaluation

In order to ensure that the evaluation of the technical submissions is not influenced by knowledge of the bidding vendors' proposed pricing, the technical and financial submissions must be evaluated sequentially.

H.3. Contract Development and Management

The procurement of goods and services, and the resulting Contracts, must be professionally, effectively and responsibly managed. Following the procurement process, the responsibilities of both the Victoria University and the successful Vendor must be formally defined in a signed written Contract.

Departments are encouraged to consult with the University's legal counsel when entering into higher-value, complex, or potentially high-risk Contracts to help ensure that contractual terms adequately safeguard the University's interests.

I. CONTRACT MANAGEMENT

In managing Victoria University Contracts, particular attention should be paid:

I.1. Budget and Payment Tracking:

- (i) Department must ensure that payment schedules align with the Contract and that payments are made only for Goods and Services received and are in accordance with the provisions of the Contract. Actual expenditures must be monitored against the approved budget and significant variances reported to the Finance and Payroll Office and in accordance with Section C of this Policy. Any overpayments shall be recovered.
- (ii) Department shall ensure that invoices reference the corresponding Contract or Purchase Order number, and Goods and Services are properly documented and detailed on invoices for work performed during the invoiced period.
- (iii) Payments for applicable expenses are in accordance with the Victoria University's Travel and Hospitality Expense Reimbursement Guidelines.
- (iv) Where applicable, the procurement documents, including the Contract, shall identify the framework under which price increases will be permitted including, but not limited to the frequency of price increases, allowable amount of the increase, and any benchmarks (including CPI) that will be used to inform the price increase.
- (v) The department procuring is responsible for monitoring cumulative expenditures by a Vendor across all procurements regardless of whether individual transactions fall below the competitive or approval thresholds.

Where the cumulative expenditures of a Vendor is approaching or exceeds \$9,999.99 before tax within a reasonable period, departments must contact the Procurement Office for guidance prior to authorizing further work.

The Procurement Office shall advise whether:

- (i) A competitive procurement process is required;
- (ii) A non-competitive justification is permitted;
- (iii) The Vendor should be considered for inclusion in a VOR Arrangement or Standing Offer Arrangement.

I.2. Vendor Performance Monitoring and Substantial Performance:

- (i) Department shall ensure that Vendor performance is actively managed and documented, and shall ensure that any performance issues are addressed in a timely manner.
- (ii) All Contracts shall be actively monitored. For construction related contracts Substantial Performance must be assessed and documented in accordance with the Construction Act (Ontario) or other applicable legislation. A Contract is deemed to have reached Substantial Performance when the improvement or a significant part of it is ready for use or is being used for its intended purpose. Additionally, the remaining work must be capable of completion or correction at a cost not exceeding a sliding scale: 3% of the first \$1,000,000, 2% of the next \$1,000,000, and 1% of the remaining contract price. This definition is crucial for determining timelines related to construction liens, including when a contractor may file or preserve a lien. A certificate or court declaration of substantial performance must be published to trigger these timelines.
- (iii) Project leads or Budget Owners, as applicable, must report on the percentage completion of Contracts on a quarterly basis. Project completion shall be assessed on both physical completion (deliverables completed) and financial completion (payments made versus Contract Value).

I.3. Non-Compliance and Remedial Action

In addition to the obligations set out above, Victoria University reserves specific rights to address and remediate instances of non-compliance with this Policy.

Where Victoria University determines that goods or services have been procured in breach of this policy due to unmanaged cumulative Procurement Value or failure to engage the Procurement Office when required, the University reserves the right to:

- (i) Cease or suspend further business with the Vendor;
- (ii) Withhold approval of further payments not yet contractually obligated;
- (iii) Require a corrective procurement process including an open competitive procurement or VOR establishment; and
- (iv) Take any other remedial measures deemed necessary and appropriate to restore compliance with this Policy and applicable legislation.

Such measures may be applied irrespective of whether non-compliance was identified by the purchasing department or discovered through audit or review.

J. CHANGE ORDERS

Any changes in scope, value or timeline of a Contract must be documented through a formal Change Order, which must include justification, description of change, associate cost or time impact , and must be approved by the appropriate procurement authority as described in Section C of this Policy prior to the work proceeding.

All Change Orders must be tracked and appended to the original Contract file.

VI. RELATED POLICIES

Travel and Hospitality Expense Reimbursement Guidelines

(https://vicu.utoronto.ca/assets/PDFs/Finance-/Travel-and-Hospitality-Expenses-Reimbursement-Policy_updated-2022.pdf)

Contract Management Program (<https://vicu.utoronto.ca/assets/PDFs/Contractor-Management-Program-Oct-3-2024.pdf>)

Occupational Health & Safety Policy

(<https://vicu.utoronto.ca/assets/PDFs/HR/Occupational-Health-and-Safety-Policy-November-6-2020.pdf>)

Violence and Harassment Policy (<https://vicu.utoronto.ca/assets/PDFs/HR/Statement-on-Harassment-Violence.pdf>)

VII. Related Legislation

Broader Public Sector Procurement Directive, April 1, 2024

(<https://www.ontario.ca/files/2024-02/tbs-bps-procurement-directive-en-2024-02-08.pdf>)

Buy Ontario Act, 2025

(<https://www.ontario.ca/laws/statute/25b27>)

Procurement Restriction Policy, March 4, 2025

(<https://www.ontario.ca/page/procurement-restriction-policy#section-1>)

VIII. Revision History

Date (mm/dd/yyyy)	Description of Change	Sections	Person who Entered Revision (Position Title)	Person who Authorized Revision (Position Title)
01/22/2026	The university's Procurement Policy was revised to: <ol style="list-style-type: none"> i. Ensure compliance with the latest policies and legislations issued by the Government of Ontario: <ul style="list-style-type: none"> • BPS Procurement Directive 	Throughout	Associate CAO, Financial and Revenue Services Financial, Governance and Compliance Analyst	CAO and Bursar

	<ul style="list-style-type: none"> • Buy Ontario Act, 2025 • Procurement Restriction Policy <p>i. Provide expanded guidance and clarity on operating procedures to promote best practices.</p> <p>ii. Provide expanded definitions on commonly used procurement terminologies.</p>			
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Schedule 1 – Approval Authority Schedule

Approval authorities listed in this Schedule are subject to the supervisory approval requirements set out in Section C.4.1 (Procurement Approvals).

A.1.1. Approval Requirements for Goods, Non-Consulting Services, and Construction

Total Value (Pre-tax) [±]	Means of Procurement	Competitive Process	Non-Competitive Process ¹
\$0 - \$9,999.99	Certified invoice, procurement card, petty cash up to \$100. Purchasing department may consider approved supplier for VOR.	Budget Owner or Budget Designate.	Budget Owner or Budget Designate
\$10,000.00 - \$49,999.99 ²	Invitational - purchase order with 2 written quotes	Budget Owner or Budget Designate, and One level higher than Budget Owner (for Director level and below)	Budget Owner or Budget Designate, One level higher than Budget Owner, and Associate CAO, Financial and Revenue Services
\$50,000.00 - \$121,199.99	Invitational - purchase order with 3 written quotes	Budget Owner or Budget Designate, and One level higher than Budget Owner	Budget Owner or Budget Designate, One level higher than Budget Owner, and Associate CAO, Financial and Revenue Services

¹ Procurement must follow a competitive process as specified where the total value is \$121,200 or more, and for consulting services irrespective of the value. Any exemptions made in such cases must be in accordance with applicable trade agreements. (BPS directive, section 7.2.3.)

Approval for an exemption from either securing quotes for purchases of goods or services between \$0 to \$99,999.99, or a competitive process for purchase of goods or services over \$121,200 must be requested in accordance with the Victoria University Sole Source Request Form.

² Pre-approval from one level above the budget holder is required for purchases of Goods, Non-Consulting Services, and Construction exceeding \$10,000. Purchases below this threshold may be authorized at the discretion of the budget holder. All procurements for Consulting Services require pre-approval, irrespective of the contract value.

[±] For procurements with value less than \$121,200, preference shall be given to Ontario business in accordance with the [*Buy Ontario Act, 2025*](#).

\$121,200.00 and above	Open competitive process	Budget Owner or Budget Designate, and One level higher than Budget Owner, and Associate CAO, Financial and Revenue Services	Budget Owner or Budget Designate, One level higher than Budget Owner, and CAO and Bursar
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A.1.2. Approval Requirements for Consulting Services²

Total Value (Pre-tax)	Means of Procurement	Competitive Process	Non-Competitive Process
\$0 - \$9,999.99	Invitational – purchase order with 3 written quotes	Budget Owner or Budget Designate, and One level higher than Budget Owner (for Director level and below)	Budget Owner or Budget Designate, and One level higher than Budget Owner (for Director level and below)
\$10,000.00 - \$49,999.99*	Invitational – purchase order with 3 written quotes	Budget Owner or Budget Designate, plus One level higher than Budget Owner (for Director level and below)	Budget Owner or Budget Designate, One level higher than Budget Owner, and Associate CAO, Finance and Revenue Services
\$50,000.00 - \$121,199.99*	Invitational – purchase order with 3 written quotes	Budget Owner or Budget Designate, One level higher than Budget Owner, and Associate CAO, Finance and Revenue Services	Budget Owner or Budget Designate, One level higher than Budget Owner, and CAO and Bursar
\$121,200.00 - \$499,999.99	Open Competitive Process	Budget Owner or Budget Designate, One level higher than Budget Owner, and CAO and Bursar	Budget Owner or Budget Designate, One level higher than Budget Owner, CAO and Bursar, and President
\$500,000.00 and above	Open Competitive Process	President	President, and Board of Regents

* Any changes in project costs are documented within the regular project progress reports to the Property Committee and Finance and Audit Committee.

A.1.3. Approval for Procurement Value* Increases

Procurement Value Increase (%)	Total Project Cost (TPC) < \$100,000	\$100,000 ≤ TPC ≤ \$200,000	TPC ≥ \$200,000
0% to 10%	Associate CAO, Finance and Revenue Services only	CAO and Bursar approval only	President approval only
10% to 20%	CAO and Bursar approval only	President approval only	President approval only
20% above	President approval only	President approval only	President and Applicable Committee of the Board recommendation to Board

* Increases to the procurement value shall include any change orders.

A.1.4. Expenditures Not Previously Approved via the Budget Process

The required approval levels in A.1.1. and A.1.2. reflect expenditures that have already been included and approved via the annual budget approval process. If the expenditure was not included in the budget approval process and can be absorbed via the department's existing approved budget envelope, the approvals remain as noted. If additional funding is required, beyond the approved budget envelope, written pre-approval for a budget amendment must be obtained as follows:

Total Value not Previously Approved	Approval Authority
\$10,000 - \$49,999.99	CAO and Bursar
\$50,000 - \$121,199.99	CAO and Bursar, and President
\$121,200 and above	Board of Regents (upon recommendation of the President)

Schedule 2 – Vendor of Record (VOR) Second Stage Requests

Table A:

Procurement Value	Minimum Required Number of Vendors
\$0 - \$30,299	One (1) Vendor
\$30,300 - \$249,999	Three (3) Vendors
\$250,000 – \$749,900	Five (5) Vendors
\$750,000 or greater	Eight (8) Vendors

QUALIFICATIONS AND CONDITIONS TO PROCUREMENT METHODS TABLES

1. Non-Competitive procurements must be conducted pursuant to Section D.3. of this Policy.
2. Where there are fewer prequalified Vendors on the VOR list under a VOR Arrangement than the requirements noted in Table A above, then all qualified and listed Vendors must be invited.
3. Notwithstanding that Victoria University may be permitted to invite only one Vendor under a VOR Arrangement where the Procurement Value is less than \$30,299, Victoria University's Procurement Office may, at its discretion, require added evidence of the value for money being obtained in accordance with Section C.4.3. of this Policy.

Schedule 3 – Non-Competitive Procurement

A. NON-COMPETITIVE PROCUREMENT BUSINESS CASE REQUIREMENTS AND ALLOWABLE EXCEPTIONS

Pursuant to Section D.3 (i) of this Policy, any non-competitive procurement (either a Single Source or a Sole Source) that requires written rationale in the form of a business case must include the following:

- (i) a description of the business requirements;
- (ii) a description of the proposed non-competitive procurement process including the estimated Procurement Value and the estimated agreement start and end dates;
- (iii) the allowable exception identified in Part B below, or where no allowable exception exists, it must be noted in the business case that no enumerated allowable exception exists;
- (iv) the rationale for pursuing a non-competitive procurement process, including: the circumstances that prevent the use of a competitive procurement process, further details to support the allowable exception identified, and, if applicable, documentary evidence to support an allowable exception where only one Vendor is able to meet the procurement requirements (i.e., Sole Source);
- (v) identifying if the proposed Vendor has previously been awarded a Contract with Victoria University within the past five years for the same or closely related requirements, and the type of procurement process(es) used;
- (vi) in respect of a Single Source, a description of the potential pool of Vendors that might have responded to a competitive procurement, where appropriate, and an assessment of all potential Vendor complaints and how Victoria University would respond and manage these complaints;
- (vii) a description of how Victoria University will ensure it will comply with the principles of this Policy, particularly value for money;
- (viii) any alternatives considered;
- (ix) the impact on the business requirements if the non-competitive procurement is not approved;
- (x) if appropriate, a description of how Victoria University will meet these business requirements, in the future, using a competitive procurement process; and
- (xi) any other matters considered relevant

B. ALLOWABLE EXCEPTIONS TO COMPETITIVE PROCUREMENT

Pursuant to Section D.3 of this Policy any non-competitive procurement (either a Single Source or a Sole Source) that requires written rationale in the form of a business case must identify any allowable exception from using a competitive procurement method.

B.1. Exceptions Applicable to Goods, Consulting Services and Non-Consulting Services

Non-competitive procurement of goods, Consulting Services and Non-Consulting Services are allowed, subject to appropriate procurement approvals, in the following circumstances:

- (i) Where an unforeseen situation of urgency exists and the goods, Consulting Services, Non- Consulting Services or construction cannot be obtained by means of a competitive procurement process. An unforeseen situation of urgency does not occur where Victoria University has failed to allow sufficient time to conduct a competitive procurement process.
- (ii) Where goods, Consulting or Non-Consulting Services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through a competitive procurement process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest.
- (iii) Where there is an absence of any bids in response to a competitive procurement process that has been conducted in compliance with this Policy.
- (iv) Where pursuant to a competitive procurement process conducted in accordance with this Policy, it is determined there has been collusion involving any Vendor(s) to that prior procurement process, provided that:
 - a. the procurement is with a Vendor other than the colluding Vendor(s); and
 - b. the procurement is substantially similar in scope of Goods, Consulting Services or Non-Consulting Services.
- (v) Where the procurement is in support of First Nations, Inuit and Métis people.
- (vi) Where the procurement is with a public body, including a federal, provincial or municipal body, ministry, agency, board, corporation or authority.
- (vii) Where the exception and/or authorization to procure Goods, Consulting Services or Non- Consulting Services in a non-competitive manner is directed or a necessary consequence of the direction given to Victoria University.
- (viii) Where the procurement is a Sole Source (but not a Single Source), specifically:
 - a. as a result of a requirement to ensure compatibility with existing products;

provided that, the reason for the requirement of compatibility is not as result of one or more previous non-competitive procurements;

- b. as a result of a requirement to recognize exclusive rights, such as exclusive licences, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representatives; or
 - c. for the procurement of goods and services the supply of which is controlled by a Vendor that has a statutory monopoly.
- (ix) Where there is a need for additional deliveries by the original Vendor of goods or services that were not included in the initial procurement, if the change of Vendor for such additional goods or services:
- a. cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement; and
 - b. would cause significant inconvenience or substantial duplication of costs.
- (x) Where the procurement is a result of the termination of, or an ongoing dispute or legal proceeding under, an existing Contract for goods, Consulting Services or Non-Consulting Services, and the procurement has been determined, upon the receipt of legal advice, to be necessary to mitigate damages suffered as a result of the termination of, or lack of resolution of dispute under, the existing Contract; provided that the procurement is substantially similar in the type of scope of goods, Consulting Services or Non-Consulting Services provided under the existing Contract.

B.2. Additional Exceptions Applicable to Only to Goods and Non-Consulting Services

Non-competitive procurement of goods, and Non-Consulting Services (but not Consulting Services) are allowed, subject to appropriate procurement approvals, in the following additional circumstances:

- (i) Where construction materials are to be purchased and it can be demonstrated that transportation costs or technical considerations impose geographic limits on the available supply base, specifically in the case of sand, stone, gravel, asphalt compound and pre- mixed concrete for use in the construction or repair of roads.
- (ii) Where the procurement is a Sole Source (but not a Single Source), specifically:
 - A. for the purchase of goods on a commodity market;
 - B. for work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
 - C. for work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect to the property or original work;

- D. for a Contract to be awarded to the winner of a design contest;
- E. for the procurement of a prototype or a first good/service to be developed in the course of research, experiment, study, or original development but not for any subsequent purchases;
- F. for the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
- G. for the procurement of original works of art or rare books;
- H. for the procurement of subscriptions to newspapers, magazines or other periodicals; or
- I. for the purchase of real property.

C. SOLE SOURCE PROCUREMENT

A Sole Source Form must be completed when a procurement is classified as a Sole Source, where only one Vendor is capable of providing the required goods or services. This includes situations involving exclusive rights, proprietary technology, statutory monopolies, or compatibility requirements with existing products.

A complete Sole Source Form must be completed when initiating a Sole Source procurement and submitted to Procurement Services for review and approval at vicu.procurement@utoronto.ca or by fax to 416-585-4580 prior to proceeding with the purchase.

Single / Sole Source Form

How to Use this Form:

The Victoria University Procurement Policy is structured to meet all Federal and Provincial laws that govern competitive bidding practices in Canada and to protect both the University and the individual purchaser from liability that could result from a challenge to a contract award. Procurement Policy states that purchases over \$50,000 require a minimum of three (3) written quotes and purchases over \$121,200 require a full open competitive procurement process. Note: values \$500,000 and above require authorization from the President and the Board of Regents. Send additional documentation (i.e., copies of previous or current agreements).

If this is not possible, please complete this request form, and send to Procurement Services for review and recommendation at vicu.procurement@utoronto.ca or by fax to 416-585-4580

PART 1 Requesting Department Information

Submitted by:		Title:	
Date:		Est. TPC:	
Source Type	<input type="checkbox"/> Single Source <input type="checkbox"/> Sole Source		
Proposed Vendor			
Type of Purchase	<input type="checkbox"/> Goods/Non-Consulting Services/Construction		<input type="checkbox"/> Consulting Services

PART 2 Check appropriate condition(s):

- No alternative or substitute exists that meet specific or unique technical or research requirements.
- To ensure compatibility, recognize exclusive rights or maintain specialized products.
- No bids were received in response to an invitation.
- An unforeseeable urgency exists.
- The subject matter of the procurement is of a confidential or privileged nature.
- To honour guarantees or warranties.
- To procure a prototype.
- To fulfill lease requirements.
- The procurement is for construction materials where transportation costs and technical considerations impose geographical limits.
- To make an award in a design contest.
- To engage the following licensed professionals: accountants, architects, land surveyors, lawyers, notaries, engineers, medical doctors, dentists, nurses, pharmacists, and veterinarians.
- To engage financial services or investment managers.
- To purchase real property, subscriptions or original works of art.
- Tendering would interfere with security, order or protection of humans, animals, plant life or health.
- The subject matter of the procurement is finance by an international cooperation organization.

PART 3 Provide comments explaining why you have selected the condition(s) above:

If additional space is required, please continue on a separate sheet. Each additional page must include your full name, date and purchase description.

PART 4 Authorization:

Purchase Initiator Signature	Name	Date
Approver Signature	Name	Date
Approver Signature	Name	Date

Schedule 4 – Grounds for Disqualification

A. GROUNDS FOR DISQUALIFICATION

1. Victoria University becomes aware that a Vendor has:
 - (i) Failed to fully and accurately disclose a Conflict of Interest (including as part of any Conflict of Interest disclosure required of evaluators or other participants to a Victoria University procurement process) or acted in a Conflict of Interest without the knowledge and consent of Victoria University
 - (ii) Included false or misleading information in response to a Victoria University procurement, or made misrepresentations;

with effect from and after the date of Victoria University's discovery of the occurrence of the events described in subsection (i) or (ii), as the case may be.

2. Victoria University becomes aware that a Vendor has been sanctioned by its regulatory, licensing or governing body (if applicable) for breach of professional and/or ethical obligations owed by the Vendor under the applicable guidelines, by-laws, rules and other requirements of such body, with effect from and after the date of the discovery of the imposition of such sanction.
3. Victoria University becomes aware, through the Vendor's disclosure and/or other reasonable inquiries, that a Vendor or any of its associates (including subcontractors):
 - a. Has engaged in a Prohibited Act; or
 - b. Is a Restricted Person,

as such terms are defined within relevant procurement documents, or in the absence of a definition within the procurement documents, the definition given to those terms of this Policy on any current or past procurement issued by Victoria University, with effect from and after the date of Victoria University's discovery of the Prohibited Act or identification of the Restricted Person, as the case may be.

4. Subject to Article C of this Schedule 4, if a Vendor Event of Default occurs under a Project Agreement, and
 - (i) if capable of being remedied, remains unremedied following the expiration of the associated cure period, if any, or
 - (ii) if disputed by Vendor in accordance with the Project Agreement, following the conclusion of the dispute resolution process,

with effect from and after the date of the occurrence of the Vendor Event of Default, the day following the expiry of the associated cure period, if any, or the conclusion of the dispute resolution process, as the case may be.

For the purposes of this Section, the disqualification may apply to any one or more Vendors in a consortium of Vendors on a Project, determined at Victoria University's sole discretion, taking into consideration the circumstances giving rise to the Vendor Event of Default. Only the affected Vendor(s) shall be delivered the notice of disqualification set out in Section G.4. of this Policy.

5. Subject to Article C of this Schedule 4, in respect of any Stipulated Price Contract procured by Victoria University, if a Vendor is notified that it is in default pursuant to GC 7.1 of CCDC 2, 2020 (or equivalent), and such default has not been remedied as agreed to by the parties, from and after the date of delivery of a notice by Victoria University to the Vendor that the default has not been satisfactorily remedied.
6. Subject to Article C of this Schedule 4, in respect of a default in any other Contract or other written agreement between Victoria University and a Vendor which is not subject to this Policy, if such default or material breach has not been remedied as agreed to by the parties, with effect from and after the date of delivery of a notice by Victoria University to the Vendor that the default or material breach has not been satisfactorily remedied.
7. In respect of documented incidences of poor performance under any Contract or other written agreement between Victoria University and a Vendor which is not subject to this Policy:
 - (i) where such poor performance is an event or failure, or a series of events or failures, which individually or in the aggregate, is/are of a material nature, as determined by Victoria University in its sole discretion (regardless of whether such event(s) or failure(s) constitute an event of default under the relevant agreement or a breach of any professional obligations by any applicable regulatory body), and
 - (ii) such event(s) or failure(s) are not otherwise recorded and applied under any vendor performance program established in accordance with Section I.2.,with effect from and after the date of the occurrence of the incidences of poor performance.
8. If a Vendor has engaged in abusive behaviour or threatening conduct towards Victoria University, its co- Sponsors, partners or service providers, or any employees, agents or representatives thereof with effect from and after the date of the occurrence of the abusive behaviour.
9. If a Vendor has failed to comply with the requirements of the Occupational Health and Safety Act, including any regulations codes of practice or directives issued thereunder, with effect from and after the date of the occurrence of such non-compliance.
10. If Victoria University becomes aware that a Vendor or prospective Vendor has:
 - (i) engaged in, allowed, ignored or inadequately addressed practices, behaviour, incidences or conduct which is inconsistent with Victoria University's commitment to dignity, respect and opportunity for all set out in Section A.1 of this Policy, or

- (ii) has failed to comply or comply satisfactorily with any requirements Victoria University may impose upon a Vendor, procurement process or Contract pursuant to Section F.10.,

with effect from and after the date of Victoria University's discovery of the applicable act, omission, incident or failure.

B. EARLY TERMINATION OF A DISQUALIFICATION PERIOD

The Disqualification Period imposed under each Grounds for Disqualification may be terminated early in accordance with Section G.5. of this Policy in each case with consideration of the following:

- (i) With reference to Section A.1 of this Schedule 4, if the debarred individual or Vendor has demonstrated to Victoria University, in its sole discretion, that measures have been implemented to prevent future partial, inaccurate or false statements or misrepresentations or omissions of disclosure of actual Conflicts of Interest;
- (ii) With reference to Section A.2 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University, in its sole discretion, that measures have been implemented to prevent future occurrences of such sanctioned act or omission;
- (iii) With reference to Section A.3 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University, in its sole discretion, that measures have been implemented to prevent future occurrence of any Prohibited Acts, or that the Vendor is no longer a Restricted Person;
- (iv) With reference to Section A.4 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University that measures have been implemented to materially reduce the likelihood of future circumstances similar to those which gave rise to the Vendor Event of Default;
- (v) With reference to Section A.5 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University, in its sole discretion, that measures have been implemented to materially reduce the likelihood of future events or failures which gave rise to the default;
- (vi) With reference to Section A.6 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University, in its sole discretion, that measures have been implemented to materially reduce the likelihood of future events or failures which gave rise to the default or material breach;
- (vii) With reference to Section A.7 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University that measures have been implemented to materially reduce the likelihood of future circumstances similar to those which gave rise to the events or failures which gave rise to the incidences of poor performance;
- (viii) With reference to Section A.8 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University that measures have been implemented to

materially reduce the likelihood of future circumstances similar to those which gave rise to the occurrence of abusive behaviour including, but not limited to, the institution of remedial policies and training and/or the termination or other restriction of individual employment.

- (ix) With reference to Section A.9 of this Schedule 4, if the debarred Vendor has demonstrated to Victoria University that measures have been taken or implemented to materially reduce the likelihood of future circumstances similar to those which gave rise to the act, omission or failure including, but not limited to, the institution of remedial policies, processes and procedures, training and/or the termination or other restriction of individual employment.

C. DISCRETION TO DEBAR NOTWITHSTANDING CURE PERIOD OR DISPUTE RESOLUTION PROCESS

Victoria University may, in its sole discretion, debar any Vendor from bidding to any Victoria University procurement for the Disqualification Period without regard to the availability of a cure period or commencement of a dispute resolution process with the approval of and subject to any provisions imposed by the General Counsel and with effect from and after the date of the occurrence of a Grounds for Disqualification described in Sections 4, 5 and 6 of Article B of this Schedule 4.

Schedule 5 – Compliance with Ontario’s Procurement Restriction Policy

Victoria University is required to comply with the [Procurement Restriction Policy](#) established by the Government of Ontario. The following procedures were developed to guide departments on meeting compliance requirements of the government’s policy:

- 1) **For procurements with value under \$121,200:**
 - a. Refer to **Schedule 1 – Approval Authority Schedule** regarding invoice-only and multiple quote requirements.
 - b. Give preference to Ontario businesses under the [Buy Ontario Act, 2025](#).
 - c. U.S. businesses shall not be invited unless the procurement qualifies for an exception (i.e., VOR or only viable source *and* cannot be delayed). If applicable, complete and submit the **Non-Ontario Business Justification Form**.

- 2) **For procurements with value \$121,200 or higher:**
 - a. Conduct open competitive procurement, refer to **Schedule 1 – Approval Authority Schedule**.
 - b. U.S. businesses must not be precluded from participating in the procurement process.
 - c. If a U.S. business is selected:
 - i. Confirm whether the procurement qualifies for an exception (i.e., VOR or only viable source *and* cannot be delayed).
 - ii. If applicable, submit the **Non-Ontario Business Justification Form** to vicu.procurement@utoronto.ca
 - iii. The form must be reviewed by the Finance Office (Procurement) in advance, prior to approval by the CAO and Bursar.

For procurements with value \$121,200 or higher, the following provisions shall be included in the procurement documents (e.g., Request for Proposal document) and in the final contract/agreement:

1. Contractor shall provide Owner with a detailed plan (the “Project Import Plan”) setting out (i) the country of origin of all products being acquired from outside of Canada and the Contractor’s assumptions regarding the rate and amount of applicable tariffs and duties on such products; (ii) how the Contractor will minimize the amount of tariffs and duties payable; and (iii) the steps Contractor will take to mitigate the risk of any changes in applicable tariffs and duties, including the procurement of products from alternative

jurisdictions resulting in a lower combined cost for the relevant product and all applicable tariffs and duties.

2. Provided that Contractor complies with the Project Import Plan and provides acceptable substantiation to Owner of all tariffs and duties paid, Contractor shall be entitled to be reimbursed for such amounts paid, without mark-up. In addition, where Contractor can demonstrate that it paid an incremental cost to procure a product from a different jurisdiction to result in an overall reduced cost to the Project of combined product cost and tariffs and duties, Contractor shall also be entitled to be reimbursed such incremental product cost, without mark-up.

Schedule 6 – Conflict of Interest and Victoria University’s Procurement Code of Ethics

CONFLICT OF INTEREST DISCLOSURE

To be completed by each faculty/staff/consultant involved in a competitive procurement project.

I have read the Victoria University Procurement Code of Ethics (attached) and understand the expectations for ethical conduct. Consistent with the Procurement Code of Ethics, I am capable of identifying a situation that constitutes a Conflict of Interest, such as but not limited to:

- I. Engaging in outside employment, if an employee of the University;
- II. Not disclosing an existing relationship that may be perceived as being a real or apparent influence on my objectivity in carrying out an official role;
- III. Providing assistance or advice to a particular vendor participating in a competitive bid;
- IV. Having an ownership, investment interest, or compensation arrangement with any entity participating in the bid process with the organisation;
- V. Having access to confidential information related to the procurement initiative; and
- VI. Engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; and
- VII. Accepting favours or gratuities from those doing business with the University or from entities participating in a competitive bid.

I agree to abide by Victoria University’s Procurement Code of Ethics and Procurement Policies and Procedures in all of my procurement activities. I declare that there are no actual or potential conflicts of interest arising out of my participating in procurement activities, except for the following:

- 1. _____

- 2. _____

Signature _____ Print Name _____ Date _____

Please return to vicu.procurement@utoronto.ca

VICTORIA UNIVERSITY PROCUREMENT CODE OF ETHICS

Goal: To ensure an ethical, professional and accountable procurement program at the Victoria University.

- I. **Personal integrity and Professionalism** Individuals involved with procurement activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all supply chain activities within and between BPS organisations, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.
- II. **Accountability and Transparency** Supply chain activities must be open and accountable. In particular, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.
- III. **Compliance and Continuous Improvement** All participants involved with purchasing or other supply chain activities at Victoria University must comply with this Code of Ethics and the laws of Canada and Ontario. Individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.