



**PURCHASING & PROCUREMENT
POLICY**

APPROVED 8 FEBRUARY 2010

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Please note:

Throughout the policy document notes (regarding information to be added once the policy, or additional policies or procedures are approved) are highlighted in yellow. This text will not be included in the final policy document.

Purchasing & Procurement Policy		
1.	Purpose	<ul style="list-style-type: none"> i. To ensure that all goods and/or services purchased by Pride Toronto provide the best value for money spent; ii. To ensure and to provide an open and transparent procurement process; iii. To promote and maintain the integrity of the purchasing process and protect Pride Toronto, employees involved in the process and suppliers, by providing clear direction and accountability.
2.	Values	<ul style="list-style-type: none"> i. Pride Toronto is committed to the promotion of a diverse Canadian workforce and environmental integrity. To this end, Pride Toronto encourages bids from organizations and companies with a demonstrable commitment to diversity and to the environment. Please refer to the developing Green Policy for further information on the environmental initiative. ii. Pride Toronto will not purchase goods or services from suppliers who breach the Organization's values.
3.	Scope	This is an organizational wide policy.
4.	Definitions	<p><u>Account code:</u> a number issued used by the Finance Department to individual line items within the Organization's budget.</p> <p><u>Contract:</u> an agreement, intended to give rise to legal obligations, entered into between two or more parties to do or abstain from doing something. This definition includes all signed agreements with individuals, governments and corporate suppliers of goods and/or services.</p> <p><u>Cost centre:</u> a department, project group, sub-department, or sub-project group categorization for accounting purposes.</p> <p><u>Cheque requisition:</u> a form used by Staff and Volunteers that accompanies an invoice or receipt documenting an approved expense, used to issue a cheque as payment for the expenditure.</p> <p><u>Emergency purchase:</u> a purchase made in a crisis situation where immediate action is required to prevent loss of life, property or to minimize a negative impact on Pride Toronto's operations.</p> <p><u>Goods:</u> physical product capable of being delivered to purchaser and involves the transfer of ownership from seller to customer.</p> <p><u>Letter of agreement:</u> a form of <i>contract</i> between two or more persons to purchase or sell a good and/or service.</p> <p><u>Management Team:</u> the Executive Director, Associate Director, and Fundraising Director of Pride Toronto.</p> <p><u>Manager or Program Manager:</u> a role within the Organization that has the authority to approve, monitor, and evaluate contracts / purchasing within a specified dollar value.</p> <p><u>Master service agreement:</u> a standard portion of every contract that the Organization enters into, the Master Service Agreement establishes specific terms common to all contracts. <i>See Appendix 7.4.</i></p> <p><u>Multi-Year agreements:</u> a form of <i>contract</i> for a period of up to three years</p>

		<p>between Pride Toronto and a contractor.</p> <p><u>Organization:</u> refers to Pride Toronto the not-for-profit organization.</p> <p><u>Organizational services:</u> are activities that are needed by the Organization in order to accomplish its major objectives (for example staff salaries and infrastructure expenses).</p> <p><u>Preferred suppliers:</u> a predetermined list of suppliers that have previously supplied satisfactory goods or services, that offer a particular good or service at prearranged prices, under set terms and conditions, when and if required; or, suppliers that have made a pre-approved contribution to the Organization or contra deal with the Organization in excess of \$10,000 that is acknowledged in writing by the Organization.</p> <p><u>Purchase order:</u> a number issued by the Finance Department prior to a purchase or procurement, that indicates that the expense about to be incurred has been pre-approved and is allocated within the Organization’s budget. The Purchase Order issuing process, is a check and balance system within the Organization’s Financial Department. See <i>Policy & Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p><u>RFP:</u> a Request for Proposal is a document that sets out the general specifications for a good and/or service that is required and asks for a formal written request for price submissions from several suppliers.</p> <p><u>Scope of work:</u> a specific division of work customized between the Organization and the contractor, to be performed under a contract or sub-contract in the completion of a project.</p> <p><u>Single sourcing:</u> the purchase of goods and/or services from a supplier without making competitive sourcing enquiries when a number of qualified suppliers are known to exist.</p> <p><u>Services:</u> work that by its nature can be performed by persons or firms with specialized skills and knowledge. Although a product may or may not result from the transaction, the primary reason for the purchase is the service provided.</p> <p><u>Sole sourcing:</u> the purchase of goods and/or services when only one supplier is known to exist.</p> <p><u>Supplier:</u> individual or organization providing a good and/or service.</p> <p><u>Tender:</u> a formal written offer to contract goods or services at a specified cost or rate.</p> <p><u>Unsolicited proposal:</u> is defined as a supplier-initiated offering of goods, services, or solutions. The aim of such a proposal is to enable a supplier to establish a sales contract or business alliance partnership that is neither the result of a competitive solicitation nor the result of an Organization-initiated direct award.</p>
5.	<p>Policy Guidelines</p> <p>5.1 Authority</p> <p>5.2 Soliciting</p> <p>5.3 Contracting & Awarding</p> <p>5.4 Documenting</p>	<p>5.1 Authority</p> <p>The authority to source products or services, draft contracts, approve contracts and purchases, and to sign contracts on behalf of the Organization, is dependent on the role within the Organization. See <i>Appendix 7.1: Purchasing & Procurement Authority Chart</i> for a complete overview.</p> <p><u>The Board of Directors:</u></p>

<p>5.5 Receiving</p> <p>5.6 Petty Cash / Payment / Credit Cards</p> <p>5.7 Evaluating / Monitoring</p> <p>5.8 Conflict of Interest</p> <p>5.9 Consequences for Breaches of This Policy</p>	<p>The Board of Directors’ Co-Chairs, Treasurer and Secretary have the authority to sign contracts on behalf of the Organization. Other Board Members have no purchasing or procurement authorities.</p> <p><u>Staff:</u></p> <p>The Executive Director has the authority to source products & services, draft, approve and sign contracts on behalf of the Organization. The Associate Director and Fundraising Director have the authority to source products & services, draft contracts, approve contracts and services up to a dollar value of \$50,000, and to sign contracts on behalf of the Organization.</p> <p>The Site and Logistics Program Manager, Volunteer Program Manager, and Arts and Entertainment Program Manager have the authority to approve purchases up to a dollar value of \$10,000, to source products & services and to draft contracts. The Office Administrator has the authority to source products and services and to purchase goods within an allocated budget.</p> <p>The Finance Manager, Green Program Manager, Events Program Manager and Media Program Manager have the authority to approve purchases up to a dollar value of \$10,000, to source products & services and to draft contracts. The Executive Assistant and Site Logistics Assistant have the authority to source products and services.</p> <p>The Marches & Parades, Technical and Street Fair Project Planners have the authority to approve purchases up to a dollar value of \$1,000, to source products & services and to draft contracts.</p> <p><u>Volunteer Committees:</u></p> <p>Coordinators have the authority to source products and services and to purchase goods within an allocated budget. Committee Members and Weekend Volunteers have no purchasing or procurement authorities.</p> <p>5.2 Soliciting</p> <ul style="list-style-type: none"> i. A minimum of one competitive quote will be sought for the supplies of goods or for performance of certain functions or services below \$5,000. The Manager responsible for the procurement will issue a purchase order without a contract. ii. A minimum of three competitive quotes will be sought for the supplies of goods or for performance of certain functions or services above \$5,000 and below \$10,000. The Manager responsible for the procurement will issue a purchase order without a contract. iii. Pride Toronto will issue a Request for Proposal when the supplies of goods or for performance of certain functions or services are of a value above \$10,000.
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Requests for Proposals

All Requests for Proposal shall be posted publicly for a minimum of 24 hours, and may be distributed to potential suppliers. A minimum of three quotes will be sought before final review and evaluation of the Requests. The Manager posting the Request for Proposals, together with the Executive Director if applicable, shall develop the evaluation criteria for each Request for Proposal.

Refusal to accept proposals

The Organization will refuse to accept any proposal provided in response to a Request for Proposal that is:

- i. incomplete
- ii. not sealed
- iii. received after the closing deadline
- iv. submitted once a Request for Proposal has been cancelled.

Unsolicited Proposals

Pride Toronto can receive unsolicited proposals. If the Organization determines that the proposal warrants consideration, then the proposal must be submitted to the Manager responsible for the good or service identified in the proposal.

The proposal must demonstrate one of the following:

- i. it addresses the current or future needs of the Organization; or
- ii. the goods or services are not otherwise available in the marketplace.

Submitters of unsolicited proposals shall be made aware that the content of their proposal, or a portion thereof, may be used to create a public or invitational tender or request for quotation and there shall be no obligation upon the Organization to engage the submitter to provide the said goods or services. Submission of an unsolicited proposal shall in no way require the Organization to procure the goods or services from the submitter.

Emergency Purchases

Notwithstanding the provisions of this policy, in case of an unforeseen and unplanned emergency that is an interruption of service(s) or events(s), whether or not officially declared, when an event occurs that is determined by the Executive Director and one other member of the Management Team to be a threat to:

- i. public health
- ii. maintenance of essential Organizational services
- iii. welfare of persons or of public property, or
- iv. security of the Organization or its interests

and response to the threat requires the immediate procurement of goods or

	<p>services with a value over \$10,000, and the imminent need does not permit time for a competitive bid process to take place, the Executive Director and one other member of the Management Team may authorize the procurement of such goods, services and/or construction as is deemed necessary to remedy the situation.</p> <p>The relevant details surrounding the emergency event shall be included in a report by the Staff members responsible for approving the procurement and submitted to the Finance Manager within 30 days. See <i>Policy & Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p>5.3 Contracting & Awarding</p> <p>All Pride Toronto contracts will include the Organization’s Master Service Agreement (See <i>Appendix 7.4</i>) and an attached Scope of Work document.</p> <p>The Master Service Agreement contains standard terms for all contracts and can only be edited with approval of the Finance Manger or the Executive Director. The Scope of Work documents the specific division of work customized between the Organization and the contractor, to be performed under a contract or sub-contract in the completion of a project. It must clearly establish the outputs and outcomes required, together with their quality and quantity, against which the performance of the contractor can be monitored throughout the duration of the contract. See <i>Policy & Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p><u>Competitive Process</u></p> <ol style="list-style-type: none"> i. Objective selection criteria for the awarding of a contract must be established prior to inviting bids and proposals and must be consistent with those specified in the solicitation documents. Selection procedures and timelines must not limit anyone from competing. ii. All standard competitive processes must provide identical information for potential bidders or proponents to the solicitation, to fairly and equally base their response. The rationale for the ranking of all proponents must be documented. All RFPs must request three references from each candidate. iii. In addition, opportunities may also be distributed to all vendors on a source list maintained for the specific goods, or they may be advertised in a newspaper. iv. The permitted response time to a solicitation must be sufficient to allow all potential proponents to have a reasonable opportunity to compete. This will take into account the time required to disseminate information, the complexity of the procurement, and the time required to prepare an appropriate response. v. Before considering a bid or proposal, Pride Toronto must ensure that it meets all mandatory requirements specified in the solicitation
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		<p>documents.</p> <ul style="list-style-type: none"> vi. Selection of the successful proposal will entail a consideration of multiple factors including the proposal's overall rating and the compatibility of the proponent with Pride Toronto's stated mandate. vii. The competitive process will evaluate each supplier's proposed approach, or pricing, or other elements required for the project. viii. The Manager responsible for the selection process will ensure all three references are checked and evaluated as a portion of the ranking. ix. A written confirmation must be sent to the contractor who was successful on a solicitation. x. Pride Toronto employees and volunteers must not divulge information regarding a contract or a bid. See the <i>Confidentiality Policy</i> for more information (a page / section number will be included once the policy is written). <p><u>Multi-year Agreements</u></p> <ul style="list-style-type: none"> i. A contract in the form of a Multi-year Agreement for a period of up to three years may be made between Pride Toronto and a contractor. ii. Multi-year Agreements must outline specific costs per year, highlighting fixed pricing or projected escalation in costs. Increased pricing or costs must be negotiated and agreed upon in writing before entering into the new contract year. iii. To be eligible, at the end of each contract year, contractors must meet Organizational standards through an evaluation for Multi-year Agreements including satisfactory performance, no unresolved compliance issues or concerns with any of the services provided by the contractor, and full declaration of any real or perceived conflicts of interests (if applicable). iv. Contractors who are entering a Multi-year Agreement for the first time must demonstrate the ability to meet the requirements of the contract. They may negotiate a time period not to exceed one year from the commencement of the Multi-year Agreement, in which they commit to a work plan with progress reports to demonstrate to the contract Manager that the contractor meets the Organizational standards for Multi-year Agreements. <p><u>Direct Awards</u></p> <p>Contracts for acquisitions may be negotiated and directly awarded without competitive process where one of the following exceptional conditions applies:</p> <ul style="list-style-type: none"> i. it can strictly be proven that only one contractor is qualified to provide, or is capable of engaging in such acquisition opportunity; ii. a donor / funder specifies a certain product and / or supplier be contracted based on their donation; iii. an unforeseeable emergency exists and the goods or services could not be obtained in time by means of competitive process; iv. the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise Pride Toronto's confidentiality.
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	<p>iv. All payment requests must be allocated the appropriate cost centre by the Manager responsible for the contract and then submitted to the Finance Manager.</p> <p>v. Receipts for pre-approved purchases above \$20 must be submitted to the Staff Liaison (if the purchase was made by a Coordinator), or directly to the Finance Manager (if the purchase was made by an employee) and must be accompanied by a Cheque Requisition form. The Finance Manager will reconcile the information and issue a cheque.</p> <p><u>Credit Cards</u></p> <p>The authority to possess an Organizational credit card is limited to the Management Team.</p> <p>i. The cardholder is responsible for the safekeeping of the card and the regular scrutiny of the account for any disputed transactions.</p> <p>ii. The cardholder is responsible for obtaining of proof of expenditure for any items spent against it, whether by themselves or other members of the Organization.</p> <p>iii. The cardholder is responsible for the submission of a monthly reconciliation detailing the purpose of each expenditure including the invoice or receipt for each item, and the account code and cost centre to which items should be posted.</p> <p>iv. Credit cards shall only be used for approved Organizational expenditures. If the expenditure is not approved, the cardholder is expected to reimburse the Organization. See <i>Policy & Procurement Procedures</i> for more information (a page / section number will be included once the procedure is written).</p> <p>5.7 Evaluating / Monitoring</p> <p><u>Contracts</u></p> <p>i. The Manager must ensure timely and consistent monitoring of the contractor's performance as the assignment progresses in accordance with the terms and conditions of the contract. The Manager must also ensure a post-completion evaluation is completed on every contract to provide a record of the contractor's performance and to assist in future contracting activity. The Finance Manager shall store the evaluation and all other relevant paperwork with the original contract.</p> <p>ii. Where a contractor deviates from the terms and conditions of a contract, the contract Manager must immediately take one or more of the following steps:</p> <p>Step 1 – Notify the contractor in writing within ten business days of the deficiency and arrange to discuss the problem. A record should be kept of such discussions. The discussions could result in an agreement to amend the terms of the contract.</p> <p>Step 2 – Issue a notice to comply if the contractor persists in deviating from</p>
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	<p>the terms and conditions of the contract.</p> <p>Step 3 – Issue a stop work order (if applicable) if the contractor ignores the notice to comply.</p> <p>Step 4 – Terminate the contract, subject to the advice of the Executive Director.</p> <p>iv. Where the breach or deficiency puts public safety at risk, the Organization must proceed immediately to Step 2 and issue a notice to comply, or to Step 4 and terminate the contract.</p> <p>v. If fraud is suspected, the Executive Director must be notified immediately to identify and manage any asset maintenance, risk and liability issues arising from their contracting activities.</p> <p>vi. Any dispute arising out of a contract must be dealt with in a just, prompt and cost-effective manner. All contracts must contain a clause that identifies how a dispute will be resolved. Any dispute arising out of a contract must ultimately be resolved according to the terms of the contract.</p> <p>5.8 Conflict of Interest (this section will later be referenced in the full Conflict of Interest policy)</p> <p>Where an employee or volunteer who is involved in any procurement process has any financial interest, whether direct or indirect, real or perceived, in the procurement, the employee or volunteer:</p> <p>i. shall immediately disclose the interest and the nature thereof to the Manager administering the procurement or, where it is the Manager who has the financial interest, to the Executive Director or, where it is the Executive Director who has the financial interest, to the Co-Chairs of the Board of Directors;</p> <p>ii. shall not take part in the award of the contract;</p> <p>iii. shall not attempt in any way to influence the award of the contract.</p> <p>An employee or volunteer has an indirect financial interest if the employee or volunteer or the employee's or volunteer's spouse or equivalent, or a child of the employee or volunteer:</p> <p>i. has a real or perceived controlling interest in, is a shareholder in, or is a director or senior officer of a corporation which has a financial interest in the procurement;</p> <p>ii. is a partner in or is the sole proprietor of an unincorporated business entity or enterprise that has a financial interest in the procurement; or</p> <p>iii. is in the employ of a person, corporation, unincorporated business entity or enterprise that has a financial interest in the procurement.</p> <p>During the procurement process, all volunteers, employees, and board members involved in the process, are prohibited from accepting, directly or indirectly, from any person, company or corporation to which any contract</p>
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		<p>is or may be awarded, any rebate, gift, money or anything whatsoever of value, except where same is provided for the use and benefit of the Organization.</p> <p>5.9 Consequences for Breaches of This Policy An employee or volunteer who is in breach of this policy can be subject to a disciplinary hearing and investigation, at the discretion of the Executive Director. A disciplinary hearing will measure the impact of the breach on the Organization and may result in:</p> <ul style="list-style-type: none"> i. financial reimbursement to the Organization; and / or ii. a formal written warning; or iii. dismissal iv. litigation
6.	References	<ul style="list-style-type: none"> i. Green Policy (in development) ii. Conflict of Interest Policy (in development) iii. Confidentiality Policy (in development)
7.	Appendices	<ul style="list-style-type: none"> 7.1 Purchasing & Procurement Authority Chart 7.2 Credit Card Monthly Reconciliation Form 7.3 Cheque Requisition Form 7.4 Master Service Agreement (in development)
8.	Approval & Responsibility	<ul style="list-style-type: none"> i. This policy shall be reviewed by the Management Team prior to the end of each annual Management Planning Session to assess the effectiveness of the policy in achieving the purpose set out in Section 1 as well as in complying with municipal, provincial and federal laws and regulations, as may be amended from time to time. ii. Concerns and / or questions about this policy can be directed to: Tracey Sandilands, Executive Director. iii. This policy shall be amended only by resolution of the Board of Directors through review and recommendation of the Board Finance and Audit Committee.
9.	Approval Dates	This policy was originally approved on: (11.01.10) This version was approved on: (11.01.10) This policy will be reviewed: (31.08.10)

Appendix #7.1
Purchasing & Procurement Authority Chart:

Role	Authority to Source Products / Services	Authority to Draft Contracts	Authority to Approve Contracts	Authority to Purchase	Authority to Sign Contracts
Board Roles					
Board Member	N/A				
Board Secretary	In an emergency, as specified in the Organizational By-laws.				X
Board Treasurer					X
Board Co-Chairs					X
Staff Roles					
Executive Director	X	X	X	X	X
Operations Director	X	X	X (up to \$50,000)	X (up to \$50,000)	X
Fundraising Director	X	X	X (up to \$50,000)	X (up to \$50,000)	X
Site & Logistics Manager	X	X		X (up to \$10,000)	
Volunteer Manager	X	X		X (up to \$10,000)	
Arts & Entertainment Manager	X	X		X (up to \$10,000)	
Office Administrator	X			Within an allocated budget	
Finance Manager	X	X		X (up to \$10,000)	
Media Manager	X	X		X (up to \$10,000)	
Events Manager	X	X		X (up to \$10,000)	
Green Program Manager	X	X		X (up to \$10,000)	
Executive Assistant	X				
Site & Logistics Assistant	X				
Marches & Parade Project Planner	X	X		X (up to \$1,000)	
Street Fair Project Planner	X	X		X (up to \$1,000)	
Technical Project Planner	X	X		X (up to \$1,000)	
Volunteer Committees					
All Coordinators	X			Within an allocated budget	
Committee Members	N/A				
Weekend Volunteers	N/A				

Colours of this chart are reflective of the most recent Organizational Chart

Appendix #7.2
Credit Card Expenditure Template:

CREDIT CARD EXPENDITURE REPORT

Name _____

Month end _____

Date	Vendor	Reason for expense	Account code	Amount
Total				0.00

SIGNED _____

DATE _____

APPROVED _____

Appendix #7.3
Cheque Requisition Form:

CHEQUE REQUISITION – PRIDE TORONTO

Payable to:

Name : _____

Address: _____

Approved By:

Cheque No:

Date Issued:

Amount \$

Requested by :

Name _____

Committee _____

Date _____

please circle this if

- Hold for pick-up

ACC.	DESCRIPTION	NET (incl. PST)	GST	TOTAL
	TOTAL			

Appendix #7.4
Master Service Agreement:
(In development)