



# Northeastern Catholic District School Board

## **PURCHASING**

Administrative Procedure Number: APB008

# PROCEDURES

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## 1.0 GENERAL

1.1 Consistent with the Broawi

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- i) Personal Integrity and Professionalism  
All individuals involved with purchasing or other supply chain-related activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due



6.3 **Cooperative Procurement – Professional Partnerships**

The NCDSB participate in the Ontario Educational Collaborative Marketplace (OECM) and Ministry of Government Services (MGS) collaborative when there are benefits to the Board.

6.4 **Competitive Procurement Process Requirements**

6.4.1 Environmental Concerns

Purchasing toxic products should be avoided. When this is not possible, adequate care should be taken in the use and storage of such products especially in relation to the health and safety of students and staff.

6.4.2 Cooperative Purchasing

The requirements from another publicly funded organization may be added to the Board's quotation or tender invitation if it is deemed expedient to the participants. The Board may also add its requirements to another publicly funded organization's quotation or tender invitations for the same reason.

6.4.3 Exempt Purchases/Payments

The following purchases/payments do not require a Purchase Order and not subject to the rules outlined in the "Procurement Process":

- i) Trustee honorariums;
- ii) Employee salaries and benefits;
- iii)

## **8.0 Supplier Pre-Qualification**

- 8.1 The NCDSB will gather information about supplier capabilities and qualifications in order to pre-qualify suppliers for an immediate product or service need or to identify qualified candidates in advance of expected future competitions.
- 8.2 Terms and conditions of the Request for Supplier Qualifications (RFSQ) document must contain language that disclaims any obligation of the NCDSB to call on any supplier to provide goods and services as a result of pre-qualification.

## **9.0 Posting Competitive Procurement Documents**

- 9.1 Calls for open competitive procurements must be made through an electronic







- 16.3 Evaluation Criteria
- i) Evaluation criteria must be developed, reviewed and approved by a Supervisory Officer prior to commencement of the competitive procurement process.
  - ii) Competitive procurement documents must clearly outline mandatory, scored and other criteria that will be used to evaluate submission, including weight of the criteria.
  - iii) Criteria must be non-discriminatory and must not limit competition.
  - iv) Evaluation criteria can only altered by means of addendum to the competitive procurement documents.
- 16.4 Evaluation Matrix
- i) Evaluation team members must complete an evaluation matrix, rating each submission.
  - ii) Records of evaluation scores must be retained for audit purposes.
  - iii) Evaluators must ensure that everything they say or write about submissions is fair, factual, and fully defensible.
- 16.5 Evaluation Process Disclosure
- i) Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving the scores.
  - ii) Competitive procurement documents must state that submissions that do not meet the mandatory criteria will be disqualified.
- 16.6 Tie Scores
- i) In the event of a tie between the overall scores of two or more proposals, the contract will be awarded to the proponent with the lowest price.
  - ii) Other tie-breakers which may be considered may include such factors as more favorable delivery times, payment discounts and after sales services, samples of work quality, which must be identified in the evaluation criteria.
- 16.7 Winning Bid
- i) The submission that meets all mandatory requirements and has the highest evaluation score as set out in the competitive procurement document must be declared the winning bid.
- 16.8 Non-Discrimination
- i) The NCDSB will not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of the competitive procurement process.
- 16.9 Bid Dispute Resolution
- i) Competitive procurement documents must outline bid dispute resolution procedures that comply with bid protect or dispute resolution procedures set out in the applicable trade agreement.

- 16.10 Supplier Debriefing
- i) For procurements \$100,000 or more, the Board must inform all successful respondents about their entitlement to a debriefing.
  - ii) Respondents have 60 calendar days following the date of the contract award notification to request a debriefing.
  - iii) The Superintendent of Business will conduct vendor debriefings in coordination with the end-user.

## 17.0 PROCUREMENT EXECUTION

### 17.1 Contract Award Notification

- i) For procurement valued at \$100,000 or more, the NCDSB must post, in the same manner as the procurement documents were posted, contract award notification.
- ii) The notification must be posted after the agreement between the successful supplier and the NCDSB was executed.
- iii) Contract award notification must list the name of the successful supplier, agreement start and end dates, and any extension options.

### 17.2 Executing the Contract

- i) Contracts must be finalized using the form of agreement that was released with the competitive procurement document.
- ii) The agreement between the NCDSB the successful supplier must be formally defined in a signed written contract before the provision of supplying goods or services commences.
- iii) Where an immediate need exists for goods or services, and the Board and the supplier are unable to finalize the contract as described above, an interim purchase order must be used. The justification of such decision must be documented and approved by a Supervisory Officer.

### 17.3 Establishing the Contract

In the event where an alternative procurement strategy was used (where the form of agreement was not released with the procurement document), the agreement between the Board and the successful supplier must be defined formally in a signed written contract before the provision of supplying goods or services commences.

### 17.4 Term of Agreement

- i) The term of agreement and any options to extend the term of agreement must be set out in the competitive procurement documents.
- ii) An approval by an appropriate authority must be obtained before executing any modifications to the term of the agreement.
- iii) Extending the term of the agreement beyond what was set out in the competitive procurement document are considered non-competitive procurements and the appropriate approvals are required prior to proceeding.

#### 17.5 Termination Clauses

All procurement contracts must include appropriate cancellation and termination clauses. For complex procurements, the contract should include clauses that permit cancellation of termination at critical project lifecycle stages.

### 18.0 CONTRACT MANAGEMENT

#### 18.1 Payments

- i) Payments must be made in accordance with the provision of the contract.
- ii)

**19.0 CONFLICT OF INTEREST**

19.1 The Superintendent of Business will monitor any conflict of interest that may arise as a

To ensure compliance with the applicable trade agreements, the Superintendent of Business and/or Services Department must verify waivers greater than \$100,000.

<b>PROGRESS PAYMENTS – CONSTRUCTION</b>	
<b>Threshold</b>	<b>Designate</b>
Up to \$99,999	Manager of Plant and Maintenance
\$100,000 or more	Director of Education