



YORK CATHOLIC DISTRICT SCHOOL BOARD

PURCHASE REFERENCE GUIDE

PURCHASING SERVICES

BUSINESS SERVICES DEPARTMENT

CORPORATE SERVICES DIVISION

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INTRODUCTION

Procedures for the Purchase, Lease, and Rental of Goods and Services.

This document is intended to set out the definitions, guidelines and procedures to be followed by the Board in the acquisition of goods and services and is meant to reflect the intent of Policy 802: Purchase, Lease, and Rental of Goods and Services.

Board policy requires that all supply chain contracts (unless specifically excluded) are entered into following a competitive bidding process, and Purchasing Services has been designated as the purchasing agent for the Board. Contracts (purchases, leases, rentals, etc.) are legally binding and carry financial implications for the Board, potentially over several years. In addition, contracts signed locally may violate existing Board-wide contractual arrangements which have been awarded through a competitive bidding process. Signing authority, as delegated by the Board of Trustees through the Approval Authority Schedule (“AAS”), must be clearly defined to avoid unnecessary expenditures and possible litigation.

The Purchasing Services Department oversees the acquisition of goods and services on behalf of the Board. The role of the Department is to act as the central purchasing unit and to assist schools and departments with the procurement of required goods and services, while ensuring that Board policy and procedures as well as federal and provincial regulations concerning the acquisition of goods and services are adhered to.

The purchase of goods and services is intended to support the objectives of the Board in the context of financial responsibility and budget availability, and applies to all Board locations and activities.

In addition to the Purchase Reference Guide (the “PRG”), there are other procedures and guidelines that have been established for specific types of transactions. These are cross referenced within the Purchasing Policy and the Purchase Reference Guide and are as follows:

RELATED POLICIES:

- Conflict of Interest for Employees Policy (#423)
- Criminal Background Checks for Service Providers Policy (#611)
- Environmental Education: Our Sacred Earth Policy (#710)
- Fair Labour Practices for School Uniforms Policy (#812)
- Purchasing, Lease and Rental of Goods and Services (#802)
- Records and Information Management Policy (#109)
- Travel Meals and Expense Reimbursement Policy (#808)
- Trustee Services and Expenditures Policy (#111)
- Trustee Professional Development Policy (#105)
- Elementary Student Dress Code Policy (#219A)
- Student Dress & School Uniform – Secondary Policy (#219B)
- Use of Board and School Funds for Recognition/Acknowledgment Purposes Policy (#801)
- School Generated Funds (#803)

Related Guidelines and Procedures:

- Purchasing Card Procedures
- Advertising Expenditure Guidelines
- Advocacy Expenditure Guidelines
- Registered Charity Program Procedures
- Hospitality and Gifts Guidelines for Superintendents, Managers, Board and School Administrators
- School Generated Funds Policy & Administrative Procedures
- Travel, Meals and Expense Reimbursement Procedures
- Vendor Performance Management Program

Related Other Documents:

- Approval Authority Schedule (AAS)
- YCDSB By-Law #1 Operational By-Law
- Broader Public Sector (BPS) Procurement Directive
- Broader Public Sector (BPS) Expense Directive
- Education Act, Ontario, section 217
- GIPPER Guide (Governments Incorporating Procurement Practices which are Environmentally Responsible)
- National Institute of Governmental Purchasing (NIGP)
- Professional Code of Ethics (Purchasing Management Association of Canada (PMAC))
- Canada Free Trade Agreement (CFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA)

Pursuant to Policy 802 (Purchasing, Lease and Rental of Goods and Services), the following terms apply:

Board/School Funds

All funds including those received from the Ministry, donations, grants, and funds housed in Board and/or school bank accounts and therefore are subject to the parameters and guidelines of this policy.

Non-Board Funds (Social Funds)

Funds collected by staff or departments for social purposes. These funds are not considered to be Board/school monies and therefore are not subject to the parameters and guidelines of this policy.

PROCEDURES

1 RESPONSIBILITY

The responsibility section outlines expectations for all participants in supply chain-related activities.

1.1 CODE OF ETHICS (SUPPLY CHAIN)

The Board has adopted the Ontario Broader Public Sector (BPS) Supply Chain Code of Ethics to ensure ethical, professional and accountable behaviour in the Board's supply chain.

1.1.1 PERSONAL INTEGRITY AND PROFESSIONALISM

Individuals involved with Supply Chain 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 between the Board, 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 goods.

1.1.2 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 Board resources are used in a responsible, efficient and effective manner.

1.1.3 COMPLIANCE AND CONTINUOUS IMPROVEMENT

Individuals involved with purchasing or other Supply Chain Activities must comply with this Code of Ethics, the Board Policy 423- Conflict of Interest for Employees 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.

1.2 COMPLIANCE WITH BROADER PUBLIC SECTOR PROCUREMENT DIRECTIVE (APRIL 1, 2011)

The Board must comply with the BPS Procurement Directive including:

- the twenty-five (25) mandatory requirements
- the BPS Expense Directive which applies to consultants and contractors engaged by the Board.

1.3 CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

All individuals participating in the bidding process (e.g. Evaluation Committee) must sign the Confidentiality and Conflict of Interest Agreement.

1.4 CUSTOMS BROKER

The Board employs the services of a customs broker to clear shipments across the border. Contact the Office Services department for information.

1.5 DISPOSAL OF BOARD ASSETS

Questions regarding the disposal of surplus and obsolete Board assets should be directed to the Office Services department for direction and guidance.

2 GOVERNANCE

The Governance section outlines specific guidelines regarding conduct and expenditures.

2.1 CONFLICT OF INTEREST

The Board has a duty to treat all Proponents and Vendors equally and fairly. In that context, Board employees, School Council members and individual Trustees have legal duties to avoid conflicts of interest, as well as the appearance of conflicts of interest, when making purchasing decisions.

In conjunction with the Section on “Purchases from Employees”, the Board will not purchase any goods or services from employees of the Board.

The Board expects that employees will at all times conduct themselves with personal integrity, ethics, honesty and diligence in the performance of their duties. Employees should refer to the Conflict of Interest for Employees Policy (#423).

Elected officials are governed by the Municipal Conflict of Interest Act (MCIA) and common law.

Individuals are required to disclose, prior to the consideration of any matter, any direct or indirect, or pecuniary interest in the matter, as well as the nature of the interest.

Proponents in a competitive bidding process will declare to the Board in their bid submission any actual or potential conflicts of interest. The Board will not award, without appropriate approvals, a contract to a party who has assisted in the preparation of the Bid.

2.2 ELECTRONIC TENDERING SYSTEM

Calls for open competitive procurements must be made through an electronic tendering system that is readily accessible by all Canadian suppliers. The electronic tendering system may also be used for invitational competitive procurements.

2.3 NON-COMPETITIVE PROCUREMENT

The Board employs a competitive procurement process to achieve optimum value for money. It is recognized, however, that special circumstances may require the Board to use non-competitive procurement.

The Board may utilize non-competitive procurement only in situations outlined in the exemption, exception or non-application clauses of the Canada Free Trade Agreement (CFTA), Canada-European Union Comprehensive Economic and Free Trade Agreement (CETA) or other trade agreements (reference Appendix A - List of Exemptions from Competitive Procurement).

Non-competitive procurement includes single sourcing and sole sourcing which is considered as limited tendering.

Prior to commencement of non-competitive procurement, Non-Competitive Approval Form with supporting documentation must be completed and approved in accordance with the AAS (reference Appendix B- Non-Competitive Approval Form (Admin 43A)).

2.4 PERSONAL PURCHASES

Purchasing Services staff will not make personal purchases for Trustees or any Board employee.

2.5 PURCHASES FROM EMPLOYEES

Purchasing Services staff is guided by Section 217 of the Education Act (see below) regarding the promotion or sale of books, etc. by Board or Ministry employees to the Board.

217 (1): Promotion or sale of books, etc., by employees of a board or the Ministry to a board, pupil, etc. is prohibited. No teacher, supervisory officer or other employee of a board or of the Ministry shall, for compensation of any kind other than his or her salary as such employee, promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any board, provincial school or teachers' college, or to any pupil enrolled therein.

217 (2): Exception for authors. Subsection (1) does not apply to a teacher, supervisory officer or any other employee in respect of a book or other teaching or learning materials of which he or she is an author where the only compensation that he or she receives in respect thereof is a fee or royalty thereon.

217 (3): Employment of employee of a board or the Ministry to promote sale of books, etc., to a board, pupil, etc., is prohibited. No person or organization or agent thereof shall employ a teacher, supervisory officer or other employee of a board or of the Ministry to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any board, provincial school or teachers' college or to any pupil enrolled therein, or shall directly or indirectly, give or pay compensation to any such teacher, supervisory officer or employee for such purpose.

217 (4): Penalty - Every person who contravenes any provision of subsection (1) or (3) is guilty of an offence and on conviction is liable to a fine as per regulations.

Note: Refer to Section 2.1.

2.6 PURCHASING CARDS

The Board has established a corporate credit card program. The purpose of the program is to assist designated staff when making limited dollar value purchases. Specific guidelines have been developed for cardholders. Staff should contact the card coordinators for additional information. The "Purchasing Card Procedures" are available on the Board web site. The Board has implemented merchant category code (MCC) blocking on pre-selected categories of merchants. Purchasing card transactions must not be made for goods and services for which pre-arranged contracts exist. Purchases must not be divided to avoid the requirements of the Purchasing Policy and Purchasing Card Procedures.

2.7 REPORTING

The following supply chain management reports are prepared for various groups (Board, Board committees, Corporate Services Council):

- The Bid Management Activity Report is prepared periodically for the Corporate Services Committee;
- The Bid Information Report is updated weekly in the Board's website;
- PRG Exception Reports are prepared for Board motion as per AAS requirements.

2.8 SPLITTING PROCUREMENTS

Staff of the Board must not reduce the overall value of procurement (e.g. dividing a single procurement into multiple procurements) in order to circumvent the approval requirements of the AAS, or to avoid the obligations of the CETA, CFTA or any other trade agreement.

2.9 TRUSTEE INVOLVEMENT IN THE PURCHASING PROCESS

Trustees will not participate in the procurement process, unless directed by Board motion. Any trustee participating in the procurement process must complete the Confidentiality and Conflict of Interest Agreement (see Section 1.3).

Trustees who receive inquiries from Vendors should advise Vendors to communicate with the contact person(s) named in the bid document.

2.10 UNAUTHORIZED PURCHASES

The Accounting, Payroll and Benefits Services unit will not make any payment for unauthorized purchases. Employees will be held personally responsible for unauthorized purchases.

3 AUTHORITY

The authority outlined within this guide, its appendices and the Approval Authority Schedule ("AAS") are delegated by the Board of Trustees. The AAS defines the approval and authority levels for the signing (both manual and/or electronic) of contracts, supply chain related instruments or documents (including purchase requisitions, purchase orders, invoices, requests for payments, payment runs), and banking instruments or documents (including banking contracts, cheques).

4 PURCHASING PROCESS

The Purchasing Process section outlines procedures for the acquisition of goods and services.

4.1 BACKORDERS

Orders not delivered promptly will either be cancelled immediately, or shipped within thirty (30) days, depending on terms in the contractual arrangement with the Vendor.

4.2 BID RECEIPT

Bid submission date and closing time must be clearly stated in competitive procurement documents. The closing date must be on a normal working day. Submissions that are delivered electronically after the closing time will remain sealed in the Board's bidding portal.

4.3 BONDING

As per the new Construction Act, any construction project with estimated value \$500,000 or greater, the Board must request bid surety from all Bidders. If required, this will be noted in the bid document. If the requested surety is missing, the Bid will be rejected. The amount will be determined on a bid-by-bid basis.

If a Bid Bond is requested, it shall be issued by a surety company acceptable to the Board and licensed to conduct business in the Province of Ontario. The Bid Bond must be endorsed in the name of the Board as Obligee, signed and sealed by the Bidder as Principal, and the Surety. Bid Bond form CCDC 220 shall be used.

An Agreement to Bond may also be requested. The Agreement to Bond must state that the Surety providing the Bid Bond will supply the 50% Performance Bond and 50% Labour and Material Payment Bond as required.

Both the Bid Bond and the Agreement to Bond shall be valid for a minimum period of ninety (90) days from the date of bid submission.

The successful Bidder shall provide the Board with the required 50% Performance Bond and 50% Labour and Material Payment Bond. The costs of these bonds shall be included in the Bid Price.

If a security deposit is requested, it will be returned when the Contract is properly signed and sealed and when within ten working days of acceptance of the Bid, the successful Bidder delivers to the Board the required Performance Bond, Labour and Material Payment Bond, Insurance Certificate and Workplace Safety and Insurance Board Certificate of Clearance.

If no contract is awarded, all security deposits will be returned.

No interest will be paid on a bond held by the Board.

The three types of bonds are:

4.3.1 BID BOND

The purpose is to ensure that the Bidder will enter into the Contract within the time required, and will provide the necessary securities to ensure performance. The bid bond must represent an amount not less than 10% of the Bid Price unless otherwise specified.

4.3.2 LABOUR AND MATERIAL BOND

The purpose is to protect the Board against liens which might be granted to suppliers of labour and material in the event the Contractor does not make proper payment to its vendors. Unless otherwise stated, the bond will be 50% of the Contract value.

The Board must comply with public sector bonding requirements per the Construction Act and other applicable laws.

Note: in instances where the Board does not request bonding, the Board reserves the right at its discretion to request and receive a 50% Performance Bond and a 50% Labour and Material Bond from the successful Contractor. Cost of the Bonds shall be treated as an extra to the contract.

4.3.3 PERFORMANCE BOND

The purpose is to provide indemnity to the Board in the event of default by the Contractor. Unless otherwise stated, the bond will be 50% of the Contract value.

4.4 CONSULTANTS/CONSULTING SERVICES

From time to time, the Board may purchase consulting services.

A Consultant is a person or entity that under an agreement, other than employment agreements, provides expert or strategic advice and related services for consideration and decision making. An individual or organization is considered a consultant if they provide the following services:

- Management Consulting (i.e. helping improve performance, primarily through the analysis of existing problems and development of plans for improvement. This includes organizational change management assistance and strategy development);
- Information Technology Consulting (i.e. advisory services that help clients assess different technology strategies, including aligning their technology strategy with their business or process strategy);
- Technical Consulting (i.e. strategic advice related to actuarial science, appraisal, community planning, employment/placement, engineering, health sciences, interior design, realty, social sciences);
- Policy Consulting (i.e. the provision of advisory services to provide policy options, analysis and evaluation);
- Communication Consulting (i.e. the provision of strategy and advice in conveying information through various channels and media.

Consulting services is the provision of expertise or strategic advice that is presented for consideration and decision making. *Non-Consulting Service Provider* is an individual/company who contracts to provide services, other than consulting services to another individual or business. Examples may include “consultants” such as architectural services, trade-specific consultants for capital projects, property brokers, head hunters or trainers.

Consulting services require Contracts (or other forms of Agreement) which must be in writing and in accordance with the AAS before the service is to be provided. It is understood that some services are provided on a fee-for-service basis, while other services are provided on a fixed-cost or a percentage basis. Due to the nature of many consulting services contracts, Purchasing Services must be involved in the early stages.

Selection of a Consultant must be based on qualifications, resources, experience, and the costs involved. The task to be performed, or the problem to be solved, must be clearly defined by a written statement including a time schedule. Criteria must be established by the originating department in conjunction with Purchasing Services to determine the competence of the prospective Consultants. As a minimum, the specifications for the consulting service must set forth: a complete technical description of the problem or task; a statement regarding what is expected; scope of work; firm or estimated time schedule, with dates for start, periodic progress and completion; extent to which periodic payments will be allowed, how final payment will be made, and an understanding for compensation for additional authorized work.

4.5 CO-OPERATIVE PURCHASING

The Board encourages co-operative purchasing with other school boards and public sector agencies (“participating agencies”). As an example (but not limited to), the Board is an active member of these purchasing co-operatives:

- Catholic School Boards Services Association (CSBSA)
- York Purchasing Co-operative (YPC)
- Joint Board Consortium (York Region District School Board)
- Ontario Education Collaborative Marketplace (OECM)

The authority to participate in co-operative purchasing is delegated to the Manager of Purchasing Services. The arrangement must conform to all aspects of Board policy and serve the best interests of the Board. In such cases, the Board (the “participating agency”) may accept pricing and terms obtained by other public bodies (the “lead agency”) and will not be required to solicit independent bids. The policies and procedures of the lead agency will apply for the calling, receiving, opening and award of Bids. Each participating agency will be responsible for placing their own requirements, issuing Purchase Orders, receiving goods and services, and paying invoices in accordance with their agency’s policies and procedures.

4.6 CRIMINAL BACKGROUND CHECKS

The Board must comply with Ministry of Education Regulation 521/01 (Collection of Personal Information) with respect to criminal background checks and offence declarations. Service Providers subject to Criminal Background Checks include vendors having “direct contact with pupils on a regular basis”. Examples of Services Providers include cafeteria service providers, drivers’ education instructors, child youth workers, DJs, photographers, social service professionals and paraprofessionals.

Refer to Criminal Background Checks for Service Providers Policy (#611).

4.7 EMERGENCIES

When a superintendent/manager verifies an emergency, and identifies that the immediate purchase of goods and services is necessary to prevent or correct dangerous or potentially dangerous conditions, serious delays and further damage or to restore minimum service, the following procedures shall apply:

- The Superintendent/Manager will ensure that the goods or services are purchased using the most practical procedures under the circumstances, and will sign off on Non-Competitive Approval Form (Admin 043A) and submit to Purchasing Services to document for audit purposes the rationale for the emergency purchase.

(Note: Failure to plan and allow sufficient time for a competitive procurement process does not constitute an unforeseeable situation of urgency)

4.8 ENVIRONMENTALLY PREFERRED GOODS AND SERVICES

Purchasing Services staff will ensure that wherever possible, specifications are amended to provide for expanded use of durable goods, reusable goods and goods (including those used by maintenance vendors) that contain the maximum level of post-consumer waste and the least amount of toxic or harmful content for the sustainability of a clean environment without significantly altering the effectiveness of the product or service. It is recognized that cost analysis is required in order to ensure that the goods are made available at competitive prices. Purchasing Services staff use the “GIPPER Guide” (Governments Incorporating Procurement Practices which are Environmentally Responsible) as the source for environmental purchasing best practices. Purchases will be made in a manner which is consistent with the Environmental Education: Our Sacred Earth Policy (# 710). The Board recognizes the importance of 3rd party certification agencies

(i.e. Ecologo, Energy Star, etc) who have done research and due diligence on these goods and services.

4.9 EVALUATION

4.9.1 EVALUATION CRITERIA

Evaluation criteria must be developed, reviewed and approved by the purchasing and functional lead prior to commencement of the competitive procurement process. Competitive procurement documents must clearly outline mandatory, rated and other criteria that will be used to evaluate submissions, including weight of each criterion. Mandatory criteria (example; technical standards) should be kept to a minimum to ensure that no bid is unnecessarily disqualified. Maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.

4.9.2 EVALUATION PROCESS DISCLOSURE

Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving a tie score (see Tied Low Bids). It must also state that submissions that do not meet the mandatory criteria will be disqualified.

4.9.3 EVALUATION TEAM

Competitive procurement processes require an evaluation team responsible for reviewing and rating compliant bids. Evaluation team members must sign a Confidentiality and Conflict of Interest Agreement.

4.9.4 EVALUATION MATRIX

Each evaluation team member must complete an evaluation matrix rating each of the submissions. Records of evaluation scores must be retained by Purchasing Services for audit purposes. Evaluators must ensure that everything they say or write about submissions is fair, factual and fully defensible.

4.9.5 WINNING BID

The submission that receives the highest evaluation score and meets all mandatory requirements set out in the competitive procurement document must be declared the winning bid.

4.10 EXCEPTIONS, EXEMPTIONS OR EXCLUSIONS

The Purchasing Services unit will acquire goods and services through a competitive bidding process. Refer to Non-Competitive Procurement in section 2.3 and the following related appendices:

- Appendix A for lists of exemptions.

4.11 EXPEDITING

The Originator is responsible to follow-up on an order after it is placed. Purchasing Services staff will assist only at the request of the Originator. If delivery is not made within the required or reasonable time, or if there are any other questions regarding the order, contact Purchasing Services for assistance.

If the Originator is following up/expediting a purchase order, the first step is to call the vendor, quoting the Purchase Order number. If the vendor has not received the purchase order, call Purchasing Services. If the Originator is unable to obtain a satisfactory reply from the vendor, call Purchasing Services.

4.12 GOODS ON APPROVAL

Goods on approval should be treated in the same manner as regular purchases. The Originator should create a Purchase Requisition indicating “Goods on Approval” in the text. Should the goods be returned to the Vendor, a credit will be applied to the original budget assignment.

4.13 GOODS RECEIPT

The Originator (originating department or school) or Receiver is responsible for entering the goods receipt information (for items where a Board Purchase Order has been issued) in the Board’s financial system once goods have been received or services have been completed. The Originator is responsible for keeping records (i.e. signed packing slips) or proof of delivery in accordance with Records and Information Management Policy (#109). These records are subject to audit.

4.14 IMPREST (GENERAL SCHOOL BUDGET-GSB)

The purpose of the imprest subledger is to allow school staff to make and be reimbursed for small dollar value purchases that do not require a purchase order. Elementary and secondary schools have predetermined allocations for imprest. Original receipts must be kept on file for audit purposes. These transactions are monitored by Budget and Audit Services staff to ensure that purchases are made according to Board Policy. Imprest purchases should not include goods and services for which pre-arranged contracts exist.

4.15 INFORMATION GATHERING

Where results of informal supplier or product research are insufficient, Requests for Information (RFI) or Requests for Expression of Interest (RFEI) may be used if warranted taking into consideration the time and effort required to conduct them. A response to RFI or RFEI must not be used to prequalify a potential supplier or to award a contract to a supplier and must not influence the chances of the participating suppliers from becoming the successful proponent in any subsequent opportunity. An RFI or RFEI is to be issued by Purchasing Services.

4.16 INTELLECTUAL PROPERTY

The Board holds exclusive rights to all information, ideas, or other tangibles/intangibles including but not limited to resource material, logos and crests created by staff, students or others as part of their job or assignment. As such, the Board is entitled to exercise various rights in relation to any of the above, including requiring written permission before any intellectual or copyright material can be used by an entity other than the Board (Policy #113).

4.17 INTERNET PURCHASING

When purchasing from the internet, staff must request a receipt at time of purchase. Internet purchases must adhere to authority levels in the AAS.

4.18 LEASE OR RENT OF SPACE

All accommodation needs are processed through the Planning Department. Therefore, all requests to lease or rent space must be processed through the Planning Department.

4.19 LIMITED TENDERING

A procurement method whereby the Board contacts a supplier or suppliers of its choice for the delivery of products or services. It is a non-competitive method of procurement of goods or services from a single sourced supplier. Documentation and approval of non-competitive procurement are required for limited tendering procurements.

4.20 LOCAL PREFERENCE

Local preference contravenes the Discriminatory Business Practices Act, the Federal Competition Act, The United States Mexico Canada Agreement, the CFTA (Canadian Free Trade Agreement) and the CETA (Canada-European Union Comprehensive Economic and Free Trade Agreement), and is a deterrent to fair and open business practice. This forms part of the Board’s bid parameters in the standard bid documents.

4.21 NON-DISCRIMINATION

The Board does not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive procurement process.

4.22 PREPAYMENT FOR GOODS AND SERVICES

Full prepayment for goods and services is not recommended because of the risk of non-delivery. The best practice is to issue a Purchase Order, and pay only after receipt of the product or service. Partial deposits for customized orders may be required.

4.23 PREQUALIFICATION (RFPQ)

A Request for Supplier Qualifications or Request for Prequalification enables the Board to 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. There is no obligation for the Board to call on any supplier as a result of Prequalification.

4.24 PURCHASE OF “USED” GOODS AND EQUIPMENT

On occasion, staff has the opportunity to purchase used goods and equipment for a reduced price. While the savings may appear attractive, there are often other issues to be considered including no local service, lack of availability of parts, high disposal costs, high maintenance costs, health and safety concerns, etc. Before committing to purchase used goods or equipment, staff should contact Purchasing Services staff for approval. The Board will not purchase any used goods and equipment from employees of the Board.

4.25 PURCHASE ORDERS

The authority to issue a purchase order is delegated to Purchasing Services as per the AAS.

Personal purchases using Board purchase orders are not allowed. A request to purchase is made using a purchase requisition; if approved, Purchasing Services staff will create a purchase order.

4.26 RECORDS RETENTION

All documents relating to purchases of any value must be retained for a period consistent with the Board's Records and Information Management Policy (#109).

4.27 SCHOOL BASED USE OF CONTRACTORS

The process for school based use of contractors for school enhancement requests is outlined in Process for Non-Board Funded Projects (Appendix C).

4.28 SINGLE AND SOLE SOURCE

Documentation including Admin 43A and approval of non-competitive procurement (as outlined in the AAS) are required for single and sole source procurements. Details are summarized under List of Exemptions from Competitive Procurement in Appendix A.

The originator is encouraged to seek the advice and direction from Purchasing Services staff.

4.38.1 Single Sourcing

A non-competitive method of procurement of goods or services from a supplier in situations where there is or may be another supplier or suppliers capable of delivering these goods or services. Some allowable exceptions for single sourcing include:

- Where an unforeseen situation of urgency (emergency) exists and the goods, services or construction cannot be obtained by means of open procurement procedures. (Note: Failure to plan and allow sufficient time for a competitive procurement process does not constitute an unforeseeable situation of urgency)
- Where goods or consulting services regarding matters of confidential or privileged nature are to be purchased and the disclosure of those matters through an open competitive process could reasonably be expected to compromise confidentiality, cause economic disruption or otherwise be contrary to the public interest

- 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
- Where an open competitive process could interfere with YCDSB's ability to maintain security or order or to protect human, animal or plant life or health;
- Where there is an absence of any bids in response to an open competitive process that has been conducted in compliance with PRG.

4.38.2 Sole Sourcing

A non-competitive method of procurement of goods or services where there is only one available supplier capable of delivering these goods or services.

In the situation where only one supplier is able to meet the requirements of procurement, the user department may use sole sourcing in one or more of the following circumstances:

- To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
- Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists;
- For the procurement of goods or services, the supply of which is controlled by a supplier that is a statutory monopoly;
- For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
- For the purchase of goods on a commodity market;
- For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
- For a contract to be awarded to the winner of a design contest;
- For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases;
- For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
- For the procurement of original works of art;
- For the procurement of subscriptions to newspapers, magazines or other periodicals.

4.29 SPECIFICATIONS

It is the Originator's responsibility to provide sufficient information to allow Purchasing Services staff to properly determine the most suitable product or service. If insufficient information is provided, Purchasing Services staff will contact the originator. Purchasing Services staff will not change the specification without approval from the Originator. In some instances, goods have been discontinued, or another manufacturer or model may be appropriate, considering end use and cost. Specifications should be brief but detailed, and include all necessary information to correctly identify the product or to describe the function of the service required. It is desirable that specifications be close to standard goods to avoid paying a premium for a special item. A brand name may be requested, but alternates should be considered if they have been considered to be equivalent to the brands specified. Purchasing Services reserves the right to issue an order to the vendor of their choice, providing that detailed specifications from the Originator have been considered.

The Board will, where possible, establish standards for goods and services to ensure an acceptable level of quality for the system, and to promote efficiencies with respect to cost and service.

4.30 STUDENT PHOTOGRAPHY AND YEARBOOKS

Purchasing Services maintains a list of pre-qualified suppliers for student photography and yearbooks. Supplier who are not on the list must not be used. Staff can find a list of the pre-qualified suppliers on the Board's internal website (Purchasing Conferences) or contact Purchasing Services for information.

4.31 TANGIBLE CAPITAL ASSETS

All school/school council purchases of tangible capital assets must be processed centrally using a Purchase Order. If the purchase is funded either through the school bank account, the school council bank account or registered charity account, a cheque or electronic funds transfer for the amount of the purchase should be forwarded to Budget & Audit Services to offset the expense.

4.32 TAXES

All bid responses are to show the base bid (s) without taxes, and any applicable taxes shall be shown separately. Indirect tax rules contain exemptions, some for general public and some specifically for the tax status of the Board. HST is generally payable on all goods or services (including those ordered from the U.S.) except as specifically exempted by the Canada Revenue Agency (CRA).

4.33 TECHNOLOGY, PURCHASE OF

Purchase of computer hardware and software for all locations is managed by Information Systems and must be done in conjunction and with the approval of Information Systems senior staff. Any purchases done without the approval of the Information Systems senior staff may result in lack of maintenance support by the Information Systems Department.

Purchases of computer hardware and/or software are subject to specific capitalization rules of the Ministry of Education's School Board & School Authority Tangible Capital Asset Guide.

4.34 TIED LOW BIDS

In the event of a tie bid, the tie will be broken based on the process stipulated in the procurement document.

4.35 TIMELINES FOR POSTING COMPETITIVE PROCUREMENTS

For bids valued at \$121,200 and up to \$366,800, the Board must provide suppliers a minimum response time of fifteen (15) calendar days. For procurement of high complexity, risk, and/or dollar value, the Board must consider extending the response time for up to thirty (30) calendar days.

If either or both of the CFTA or CETA apply, please see Appendix D for further details.

4.36 TOUR OPERATORS AND STUDENT TRAVEL

Purchasing Services maintains a list of pre-qualified tour operators for domestic and international student tours. Operators who are not on the list must not be used. Staff should contact Purchasing Services for a list of pre-qualified tour operators or find the information on the Board's internal website (Purchasing Conferences).

4.37 VENDOR**4.37.1 ADDING A NEW VENDOR**

To add a new vendor before entering a Purchase Requisition, staff should complete an Admin 126 (New Vendor Request Form).

4.37.2 APPROVED VENDOR

Unless otherwise provided for:

All vendors for maintenance work or school enhancement purposes must be approved by Purchasing Services and Plant Maintenance Department before doing any work at Board locations. There are liability issues for students, staff and Board facilities if this procedure is

not followed. Purchasing staff will ensure that appropriate documents such as an insurance certificate, health and safety policy, proof of financial stability, WSIB clearance certificate, proper training, permits, licenses, safety training document, etc. (as applicable) are in place before work begins.

Criminal background checks may also be required (see Section 4.10).

All individuals doing Work at any Board location must sign in and out at the reception/school office.

Only approved vendors are allowed on school sites.

4.37.3 DESIGNATED VENDORS

Schools and departments must purchase identified goods and services from only those designated vendors with whom the Board has entered into contracts/agreements resulting from a competitive bidding process, and not from any other Vendors (except as permitted in the AAS – Chart B: Exclusions).

Trade accounts (accounts with local stores) are not permitted except for maintenance Vendors approved by Purchasing Services. Contact Purchasing Services for alternate purchasing methods.

4.38 HOW TO DO BUSINESS WITH THE BOARD

Information and instructions are posted on the Board's website.

4.39 VENDOR CONTACT

Verbal or written instructions to proponents and vendors should be done through or with the prior knowledge and approval of Purchasing Services. These instructions refer to pricing, terms and conditions, specifications, performance, etc. Purchasing Services should be copied on correspondence to Vendors on significant issues.

4.40 VENDOR COMMUNICATION

Vendors must provide email addresses for remittance advice notifications (Refer to Electronic Funds Transfer in section 6) and purchase order transmission.

4.41 WORK ORDERS (PLANT)

Work orders are created by the Plant Department's work order system and are issued for Plant maintenance expenditures and follow the processes outlined by the Plant Department. Work orders shall only be created for buying goods or services from an existing Vendor of Record or Time & Material contracts with total purchase value not exceeding \$10,000. Any orders related to architect or consulting services shall use Purchase Order only. Purchase requisitions and purchase orders are not issued where a work order is issued. but work orders are still governed by this guide and approvals as set out in the AAS.

5 CONTRACTUAL

The Contractual section outlines procedures relating to contracts and agreements.

5.1 AGREEMENTS

Agreements entered into by Board staff with Vendors will bind the Board. Authority to enter into contracts is defined in the AAS.

5.2 ARBITRATION

In the event of a dispute arising out of or relevant to a Bid, the Board, in its unqualified subjective discretion, may attempt to resolve the matter via mediation. If an attempt to resolve the matter through mediation is unsuccessful, the dispute shall be settled and determined by any court of competent jurisdiction, provided however that the Board reserves the right to submit such dispute

for settlement and determination by arbitration pursuant to the Ontario Arbitration Act (the “Act”) in which case the following provisions shall apply. Either party may at any time give written notice to the other of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute. In the case of the Vendor giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the Vendor may refer such matter to a court of competent jurisdiction. If the Board generates the notice, or if the notice is generated by the Vendor and consented by the Board, then the following provisions shall apply. Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the parties fail to appoint an arbitrator, either party may apply to a Judge of the Ontario Court (General Division) to appoint an arbitrator to determine such dispute. The costs of arbitration shall be paid by the party as determined by the arbitrator, whose jurisdiction shall include the determination of the costs to be paid by the unsuccessful party. The award of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

5.3 COMPETITIVE BIDDING PROCESS

The Manager of Purchasing Services, in consultation with the Chief Financial Officer & Treasurer of the Board, and the Superintendent, Principal or Manager, will determine the competitive bidding process to be followed.

Authorities for the competitive bidding process are as per the AAS.

Due to their recurring nature, in some instances purchases of goods and services may initially fall below the thresholds in the AAS, but over time the expenditure may become significant. Purchasing Services and the originating Department will discuss the need to issue a competitive bid.

5.4 CONTRACT

The agreement between the Board and the successful bidder is defined as the contract. The contract consists of the bid document, the bidder's submission and any written communication between the time the bid closes and the time the bid is awarded. The contract (bid document) sets out the cancellation or termination clauses as well as the term of the agreement and any options to extend the agreement.

The following factors are considered in a contract:

- the buyer receives protection equal to that given to the seller;
- the commercial aspects are agreed to during negotiation;
- every clause is definite to the point where misunderstanding is unlikely;
- all necessary provisions are included;
- the buyer is the single point of contact during an open bid;
- any revisions must be confirmed in writing; and
- the contract is reviewed and approved by legal counsel where applicable.

Generally certain sections should be included (but not limited to) in the bid: estimated quantity or volume; price; duration; escalation; price protection; warranty; force majeure; and special considerations. Contracts for the purchase of goods or services on behalf of the Board will be negotiated and signed in accordance with the authorities stipulated in the AAS.

Wherever possible and applicable, a purchase order will be issued.

If Purchasing Services is not involved (as allowed in the AAS – Chart C: Exclusions), staff must adhere to this guide and be consistent with the authorities outlined in the AAS. Staff is encouraged to seek the advice of Purchasing Services.

5.5 CONTRACT AWARD

5.5.1 For bids coordinated by Purchasing Services, before awarding a contract resulting from a bid process to a Proponent, Purchasing Services staff will prepare a written comparison of the criteria used to make the award decision (see Evaluation in Section 4). These criteria may include (but are not limited to): purchase price, durability, product performance, total cost of ownership, environmental considerations, etc. This documentation will be kept on file by Purchasing Services or the originating department for audit purposes or for Board of Trustees review and in accordance with Records and Information Management Policy (#109).

For procurements valued at \$100,000 or more, the Board posts the contract award notification in the same manner as the procurement documents were posted. Contract award notification lists the name of the successful supplier, agreed start and end dates, and any extension options.

If either or both of the CETA and CFTA apply, please see Appendix D for further details.

5.6 CONTRACT FOR SERVICES

The Board will establish clear terms of reference for the assignment. The terms should include objectives, background, scope, constraints, staff responsibilities, tangible deliverables, timing, progress reporting, approval requirement and knowledge transfer requirements.

Consultant or contractor expense claims and reimbursements must be compliant with the BPS Expense Directive. Only where the contract explicitly provides for reimbursement of expenses will expenses claimed be reimbursed.

5.7 CONTRACT MANAGEMENT

Contracts resulting from Purchasing's competitive procurement process are retained by Purchasing Services (see Records Retention in section 4). The resulting contracts are to be managed responsibly and effectively by functional departments. Supplier performance issues and/or disputes are to be coordinated through Purchasing Services.

5.8 CONTRACT RENEWAL PROCESS

Purchasing Services will maintain a list of all Contracts awarded through the competitive bidding process, including start and end dates, to ensure new competitive bids are issued before the end of the Contract.

5.9 DISPUTE RESOLUTION

As a result of issues arising out of the obligations in the Contract, including but not limited to: poor performance, billing errors, slow delivery, etc., the Board and the Vendor may have disputes between them which will require negotiation to reach resolution. Dispute resolution procedures are outlined in the bid documents (i.e. the contract) to ensure ethical, fair, reasonable and timely resolution.

5.10 FAIR LABOUR PRACTICES (APPAREL)

The Board is committed to the promotion of greater respect for worker's rights, and to the improvement of working conditions and labour practices in the apparel industries worldwide.

The Board has established a Fair Labour Practices Policy (#812) to ensure the purchase of school uniforms is made from Vendors who respect the basic rights of workers by ensuring that apparel manufactured for the Board is made under humane working conditions in compliance with accepted international standards and local laws.

5.11 FREEDOM OF INFORMATION

The Board is a public entity and is subject to the Ontario Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and the Personal Information Protection and Electronic Documents Act (PIPEDA).

The Board will hold proprietary proponent and vendor information in confidence and will not discuss or reveal same with competitors, unless required to under the Act. However, recommendations may be reported to the Board of Trustees in a public report, which includes summary information.

It is the Board's practice to disclose the name(s) of the successful proponents, and total contract price, after award. Unit prices will not be disclosed.

Requests for information must be made in a timely manner in writing to the Employee Relations Officer & Privacy Manager.

5.12 LEGAL ACTION

The Board will have the authority to preclude a proponent from bidding if the proponent has made a formal demand or otherwise put the Board on notice of a pending action, or is involved in any actual litigation (except for construction lien demands or proceedings) until a decision is rendered.

5.13 PRICE ADJUSTMENTS

Due to unforeseen factors, price adjustments beyond contract provisions may be required from time to time. Authorities governing price adjustments (e.g. extras to purchase orders) are stipulated in the AAS. Purchasing Services staff makes every attempt to hold Vendors to their commitments, but in some instances this is not possible. The Vendors must provide Purchasing department with supporting documentation to justify any price adjustments beyond the provisions in the Contract. Purchasing Services staff will review the requests with the user department and seek appropriate approval for price changes. The change can be accepted or rejected, and the goods or service re-sourced if necessary.

5.14 PROTESTS

Entitlement to a debriefing for unsuccessful suppliers is outlined in the Board's bid documents. Unsuccessful suppliers have sixty (60) calendar days following the date of the contract award notification to request a debriefing. Bidders who believe that they have been treated unfairly in the competitive bidding process, or feel that Purchasing Services staff have not complied with all rules and regulations of the award, can protest as follows:

The Proponent can request a debriefing meeting with the Manager of Purchasing Services. This request, in writing, should provide a detailed statement of the legal and factual grounds for the protest, including copies of relevant documents and the form of relief requested.

The Manager of Purchasing Services will obtain the information available under MFIPPA, meet with the Proponent, present the information and discuss the protest.

Should the Proponent still object to the award, all information will be forwarded to the Chief Financial Officer and Treasurer of the board, who will review the information, audit the process and render an opinion.

5.15 RIGHT TO AUDIT CLAUSE

The Board reserves the right to audit its vendor's records of all labour, materials and other items furnished in performing work or providing services.

5.16 SIGNING AUTHORITY (PURCHASE ORDERS AND CONTRACTS)

The signing authority for Purchase Orders and Contracts is stipulated in the AAS.

5.17 SIGNING CONTRACTS

The original signed contract will be kept in the school or department and a copy will be sent to Purchasing Services.

5.18 WARRANTY/GUARANTEE

As per the bid parameters in the Board's bid documents, the bidder must state the warranty/guarantee ("guarantee") terms for all goods and services, and the duration of the warranty/guarantee. During the guarantee period, the vendor must replace the goods or services within thirty (30) days at no cost to the Board. Unless otherwise noted, the guarantee period will be for a minimum of one (1) year from the time of delivery or installation. All goods and services must meet the express or implied warranty of fitness.

6 PAYMENT

The Payment section outlines procedures for payment of goods and services.

6.1 ELECTRONIC FUNDS TRANSFER (EFT) AND ELECTRONIC FILES

Vendors must provide EFT information and agree to accept electronic payment.

The Board will seek co-operation from high volume vendors to provide electronic files to reduce manual input.

Purchasing Services will request such information in Bids.

6.2 REBATES

Any kind of manufacturer or distributor's rebate, coupon, points, etc. are the property of the Board.

6.3 TERMS OF PAYMENT

The general terms of payment for the Board are Net 30 days. More favorable vendor terms (i.e. with discounts) will be accepted and taken into account before award.

APPENDIX A

LIST OF EXEMPTIONS FROM COMPETITIVE PROCUREMENT

The Board employs a competitive procurement process to achieve optimum value for money. It is recognized, however, that special circumstances may require the Board to use non-competitive procurement. The Board may utilize non-competitive procurement only in situations outlined in the exemption, exception or non-application clauses of the Canadian Free Trade Agreement (CFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) or other trade agreements. Non-competitive procurement includes limited tendering provided it is not used for the purposes of avoiding competition between suppliers or to discriminate between suppliers.

CFTA Exceptions

Provided that the Board does not use these exceptions for the purposes of avoiding competition among suppliers or in a manner that discriminates against any suppliers outside of the Province of Ontario or protects suppliers within the Province of Ontario, the Board may use limited tendering in the following circumstances:

- a) if:
 - i. no tenders were submitted or no suppliers requested participation;
 - ii. no tenders that conform to the essential requirements of the tender documentation were submitted;
 - iii. no suppliers satisfied the conditions for participation; or
 - iv. the submitted tenders were collusive, provided that the requirements of the tender documentation are not substantially modified;
- b) if the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - i. the requirement is for a work of art;
 - ii. the protection of patents, copyrights, or other exclusive rights;
 - iii. due to an absence of competition for technical reasons;
 - iv. the supply of goods or services is controlled by a supplier that is a statutory monopoly;
 - v. to ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative;
 - vi. work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
 - vii. work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor, or
 - viii. the procurement is for subscriptions to newspapers, magazines, or other periodicals.
- c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement, if a change of supplier for such additional goods or services:
 - i. 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
 - ii. would cause significant inconvenience or substantial duplication of costs for the Board;
- d) if strictly necessary, and for reasons of urgency brought about by events unforeseeable by the Board, the goods or services could not be obtained in time using open tendering;
- e) for goods purchased on a commodity market;
- f) if the Board procures a prototype or a first good or service that is developed in the course of, and for, a particular contract for research, experiment, study, or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;

- g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular suppliers;
- h) if a contract is awarded to a winner of a design contest provided that:
 - i. the contest has been organized in a manner that is consistent with the principles of Chapter 5 of the CFTA, in particular relating to the publication of a tender notice; and
 - ii. the participants are judged by an independent jury with a view to a design contract being awarded to a winner; or
- i) if goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest.

Chapter 5 of the CFTA does not apply to:

- public employment contracts
- non-legally binding agreements;
- any form of assistance, such as grants, loans, equity infusions, guarantees, and fiscal incentives;
- acquisition or rental of land, existing buildings, or other immovable property, or the rights thereon;
- measures necessary to protect intellectual property, provided that the measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail or are a disguised restriction on trade;
- procurement of:
 - financial services respecting the management of government financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution;
 - health services or social services;
 - services that may, under applicable law, only be provided by licensed lawyers or notaries;
- procurement of goods or services from philanthropic institutions, non-profit organizations, or natural persons with disabilities.

Additional non-application clauses may be found under Article 504 of the CFTA.

CETA Exceptions

Provided that the Board does not use these exceptions for the purpose of avoiding competition among suppliers or in a manner that discriminates against any suppliers outside of the Province of Ontario or protects suppliers within the Province of Ontario, the Board may use limited tendering in the following circumstances:

- a) if:
 - i. no tenders were submitted or no suppliers requested participation;
 - ii. no tenders that conform to the essential requirements of the tender documentation were submitted;
 - iii. no suppliers satisfied the conditions for participation, or
 - iv. the tenders submitted have been collusive,
 provided that the requirements of the tender documentation are not substantially modified;
- b) if the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:
 - i. the requirement is a work of art;
 - ii. the protection of patents, copyrights or other exclusive rights; or
 - iii. due to an absence of competition for technical reasons;
- c) for additional deliveries by the original supplier of goods and services that were not included in the initial procurement if a change of supplier for such additional goods or services:
 - i. 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

- ii. would cause significant inconvenience or substantial duplication of costs for the procuring entity;
- d) only when strictly necessary if, for reasons of extreme urgency brought about by events unforeseeable by the Board, the goods or services could not be obtained in time using open tendering or selective tendering;
- e) for goods purchased on a commodity market;
- f) if the Board procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;
- g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership or bankruptcy, but not for routine purchases from regular suppliers; or
- h) if a contract is awarded to a winner of a design contest provided that:
 - i. the contest has been organized in a manner that is consistent with the principles of Chapter 19 of CETA, in particular relating to the publication of a notice of intended procurement; and
 - ii. the participants are judged by an independent jury with a view to a design contract being awarded to a winner.

Chapter 19 of CETA does not apply to:

- a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;
- b) non-contractual agreements or any form of assistance that the Canadian government provides, including cooperative agreements, grants, loans, equity infusions, guarantees and fiscal incentives;
- c) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;
- d) public employment contracts;
- e) procurement conducted:
 - i. for the specific purpose of providing international assistance, including development aid;
 - ii. under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project; or
 - iii. under the particular procedure or condition of an international organization, or funded by international grants, loans or other assistance if the applicable procedure or condition would be inconsistent with Chapter 19 of CETA.



APPENDIX B

Admin 043A

Non-Competitive Procurement Approval Form

Requester Name	School or Department Name	Phone # and Email	Date (dd/mm/yy)

Introduction

To be compliant with AAS and BPS Procurement Directive, the purchase of goods & services is subject to a competitive procurement process. In exceptional circumstances where a single or sole source prevents a competitive procurement process from taking place, this form must be completed by the requesting Department and returned to Purchasing Services before the requisition or contract can be approved.

Reason for Exception
☐ **Single Source Supplier**
Acceptable exceptions from BPS for non-competitive procurements include:

- ☐ Where an unforeseen situation of urgency exists and the goods, services or construction cannot be obtained by means of open procurement procedures. (Note: *Failure to plan and allow sufficient time for a competitive process does not constitute as an emergency or an unforeseeable situation of urgency*)
- ☐ Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open competitive process could reasonably be expected to compromise confidentiality, cause economic disruption or otherwise be contrary to the public interest;
- ☐ Where a contract is awarded under a cooperation agreement that is financed, in whole or in part, by an international organization only to the extent that the agreement includes different rules for awarding contracts;
- ☐ 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;
- ☐ Where an open competitive process could interfere with YCDSB's ability to maintain security or order or to protect human, animal or plant life or health;
- ☐ In the absence of a receipt of any bids in response to a call for RFP or RFT.
- ☐ Other reasons not listed above (MUST SPECIFY BELOW under JUSTIFICATION).

☐ **Sole Source Supplier**
Acceptable exceptions from BPS for non-competitive procurements include:

- ☐ To ensure compatibility with existing products, 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 representative;
- ☐ Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists;
- ☐ For the procurement of goods or services, the supply of which is controlled by a supplier that is a statutory monopoly; ☐ For the purchase of goods on a commodity market;

- ☐ For work to be performed on or about a leased building or portions thereof that may be performed only by the leaser;
- ☐ For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
- ☐ For a contract to be awarded to the winner of a design contest;
- ☐ For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases;
- ☐ For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases; For the procurement of original works of art;
- ☐ Other reasons not listed above (MUST SPECIFY BELOW under JUSTIFICATION).

Purchase Details

Short Description of the Purchase	
PR # or PO # (If applicable)	
Recommended Supplier	
Total Purchase Value (before HST)	
Contract Period	
Procurement Frequency	<input type="checkbox"/> One-Time only <input type="checkbox"/> Anticipate to be purchased annually <input type="checkbox"/> Others: _____
Funding Source	
Justification Describe why competitive process of obtaining multiple quotes was not conducted and why ONLY the selected Supplier can meet the requirements while others cannot. <i>NOTE: Subjective rationales are not acceptable (i.e. we've been using the vendor, we like the services..etc.)</i> If this is a renewal, explain how the original decision was made (i.e., how this product or service was selected)	

Acknowledgment

I am aware of the Board's Procurement Policy and criteria for approving Non-Competitive procurements. I am comfortable the necessary due diligence has been conducted to support the recommendation. I have fairly and clearly outlined the background and justification of this purchased as noted above.

Authority Approval	Name	Signature	Date (dd/mm/yy)
Requestor			
Fund Superintendent			

Approval Signature

Authority Approval	Signature	Date (dd/mm/yy)
Manager, Purchasing Services <i>(≥\$10,000 and <\$50,000 for Non-Consulting services)</i>		
Chief Financial Officer & Treasurer of the Board <i>(≥\$50,000 and <\$100,000 for Non-Consulting services; ≥\$0 and <\$100,000 for Consulting services and any exception allowed in AAS)</i>		
Board Motion (≥\$ 100,000) (Note 1)		

Note 1: Except for Purchasing Exclusions listed in Chart C of the AAS (Authority Approval Schedule)

APPENDIX C

PROCESS FOR NON-BOARD FUNDED PROJECTS
(School Enhancement Requests)

STEP #1

Principal presents proposal to school superintendent with scope of work and source of funding. Admin 56 or 56A form to be completed and must be approved by school superintendent and Plant Department.

STEP #2

Options if approved.

OPTIONS FOR PROJECTS UNDER \$10,000 (ADMIN 56)	
a) Board Vendor Maintenance Dept. prepares work order. Vendor completes job. Vendor invoices Board. Board charges the school.	b) New Vendor Bidder Information Request Form for Approved Status must be completed and submitted to the Purchasing Dept. School enters requisition. School transfers funds to Budget Dept. Work is initiated. Vendor completes job. Vendor invoices Board after sign off by principal and maintenance coordinator.
OPTIONS FOR PROJECTS OVER \$10,000 (ADMIN 56A)	
a) Board Vendor Maintenance Dept. prepares Purchase Order. Vendor completes job. Vendor invoices Board. Board charges the school.	b) New Vendor A minimum of three (3) suppliers shall be invited to submit a quote After choosing the vendor - follow steps as listed above for new vendor.
OPTIONS FOR PROJECTS OVER \$100,000	
a) Board Vendor Open Tender process is mandatory.	b) New Vendor Open Tender process is mandatory.

REQUIRED DOCUMENTATION BEFORE WORK CAN BEGIN:**Basic:**

Contractor's Health and Safety Policy and proof of Health and Safety Training.
WSIB clearance certificate.
\$2,000,000 liability insurance and list YCDSB as an additional insured.
Completed Bidder Information Request Form for Approved Status

Where Applicable:

Trade licences.
Other documentations (i.e.: Company/Industry registrations).
Material Safety Data Sheets.
Permits.
Asbestos Identification Training. Proof of other training (i.e.: Electrical, ARC Flash Training).

APPENDIX D

Purchasing Process for CFTA and CETA Guideline

Trade Agreement Thresholds*

Procurement Type	CFTA	CETA
Goods	\$121,200	\$366,800
Services	\$121,200	\$366,800
Constructions	\$302,900	\$9,100,000

**Note: The monetary thresholds for CFTA and CETA are adjusted every two years. Current Monetary thresholds for CFTA and CETA can be found on the [Supply Chain Ontario](#) webpage.*

Posting Competitive Procurement Documents

The Board shall post all competitive procurements over \$100,000 on the Board's online Portal.

If CFTA or CETA apply, the Board must also electronically publish a procurement notice for each covered procurement on the Portal.

If the CFTA applies, the tender notice must include the following information:

- the name and address of the Board and other information necessary to contact the Board and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;
- a brief description of the procurement;
- the nature and the quantity or estimated quantity, of the goods or services to be procured unless those requirements are included in the tender documentation;
- the address and final date for the submission of tenders;
- the date, time, and place for any public opening of tenders;
- a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers, unless those requirements are included in tender documentation that is made available to all interested suppliers at the same time as the tender notice;
- a statement that the procurement is subject to Chapter 5 of the CFTA;
- the time-frame for delivery of goods or services, or the duration of the contract;
- a description of any options, unless those requirements are included in tender documentation;
- the procurement method that will be used, and whether it will involve negotiation or electronic auction;
- if, pursuant to Article 508, the Board intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, if applicable, any limitation on the number of suppliers that will be permitted to tender, unless the criteria and any limitations are included in tender documentation; and
- the language or languages in which tenders or responses to requests for prequalification may be submitted, if they may be submitted in a language other than that of the tender notice.

If the CETA applies, the tender notice must include the following information:

- the name and address of the Board and other information necessary to contact the Board and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;
- a description of the procurement, including the nature and quantity of the goods or services to be procured or, if the quantity is not known, the estimated quantity;
- for recurring contracts, an estimate, if possible, of the timing of subsequent notices of intended procurement;
- a description of any options;
- the time-frame for delivery of goods or services or the duration of the contract;

- the procurement method that will be used and whether it will involve negotiation or electronic auction;
- if applicable, the address and any final date for the submission of requests for participation in the procurement;
- the address and the final date for the submission of tenders;
- the language or languages in which tenders or requests for participation may be submitted, if they may be submitted in a language other than English;
- a list and brief description of any conditions for participation of suppliers, including any connection therewith, unless such requirements are included in tender documentation that is made available to all interested suppliers at the same time as the notice of intended procurement;
- if, pursuant to Article 19.8, the Board intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, if applicable, any limitation on the number of suppliers that will be permitted to tender; and
- an indication that the procurement is covered by Chapter 19 of the CETA.

In addition, under the CETA, the Board must electronically publish a summary notice on the designation website with the following information:

- the subject-matter of the procurement;
- the final date for the submission of tenders or, if applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list, and
- the address from which documents relating to the procurement may be requested.

Posting Timelines

If either or both of the CFTA or CETA apply, the Board must, consistent with its own reasonable needs, provide Vendors a reasonable period of time to prepare and submit responsive Bids, taking into account factors such as the nature and complexity of the procurement, the extent of subcontracting anticipated and the time necessary for transmitting tender documentation by non-electronic means.

If the CETA applies, these time-periods, including any extension of the time-periods, shall be the same for all interested or participating Vendors.

If the CETA applies, the Board must establish that the final date for the submission of tenders for all covered procurements be at least forty (40) days after the date on which:

- a) In the case of an open competitive procurement, the notice of intended procurement is published, or
- b) in the case of selective tendering, the Board notifies suppliers that they will be invited to submit tenders, whether or not it uses a list of suppliers that the Board has determined satisfy the conditions for participation in that list, and that the Board intends to use more than once.

Paragraph 4 of Article 19.10 of the CETA permits the Board to reduce the above forty (40) day time-period for tendering to not less than ten (10) days if:

- a) the Board has published a notice of planned procurement as described in Article 19.6.5 of the CETA at least forty (40) days and not more than twelve (12) months in advance of the publication of the notice of intended procurement, and the notice of planned procurement contains:
 - i. a description of the procurement;
 - ii. the approximate final dates for the submission of tenders or requests for participation;
 - iii. a statement that interested suppliers should express their interest in the procurement to the Board;
 - iv. the address from which documents relating to the procurement may be obtained;
 - v. and as much of the information that is required for the notice of intended procurement under Article 19.6.3 of the CETA, as is available;
- b) the Board, for contracts of a recurring nature, indicates in an initial notice of intended procurement that subsequent notices will provide time-periods for tendering based on this paragraph; or
- c) a state of urgency duly substantiated by the Board renders the time-period for tendering impracticable.

Under paragraph 5 of Article 19.10 of the CETA, the Board may reduce the above forty (40) day time-period for tendering by five (5) days for each one of the following circumstances:

- a) the notice of intended procurement is published by electronic means;
- b) all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; and
- c) the Board accepts tenders by electronic means.

The time reductions available in paragraphs 4 and 5 may not result in the reduction of the forty (40) day minimum time-period for tendering to less than ten (10) days from the date on which the notice of intended procurement is published.

Where the Board purchases commercial goods or services, or any combination thereof, it may reduce the forty (40) day minimum time-period for tendering to not less than thirteen (13) days, so long as it publishes by electronic means, at the same time, both the notice of intended procurement and the tender documentation. Additionally, where the Board accepts tenders for commercial goods or services by electronic means, it may reduce the forty (40) day minimum time-period to not less than ten (10) days.

Posting Procurement Award

The Board will post the award of each of these procurements when available.

If either or both of the CETA and CFTA apply, notice of award must be published electronically within seventy-two (72) days after award on the designation website, and must remain thereon for a reasonable period of time, and include at least the following information:

- a description of the goods or services procured;
- the name and address of the Board;
- the name and address of the successful supplier;
- the value of the successful tender (or in the case of CETA only, the highest and lowest offers taken into account in the award of the contract);
- the date of award
- if limited tendering was used, the conditions and circumstances that justified its use; and the type of procurement method used (only a CETA requirement)

Non-Competitive Procurement

The Board may utilize non-competitive procurement only in situations outlined in the exemption, exception or non-application clauses of the Canada Free Trade Agreement (CFTA), Canada-European Union Comprehensive Economic and Free Trade Agreement (CETA) or other trade agreements (reference Appendix A List of Exemptions from Competitive Procurement).

Non-competitive procurement includes limited tendering.

Prior to commencement of non-competitive procurement, the PRG Exception Approval Form (Admin 043A) with supporting documentation must be completed and approved in accordance with the AAS. Purchasing Services will research and determine eligibility.

Purchasing Cooperatives

The Board may enter into co-operative purchasing agreements with other public bodies. In such cases, the Board may accept pricing obtained by other public bodies and will not be required to solicit independent pricing quotations or proposals. If either the CFTA or CETA apply, they require the nature and quantity, or estimated quantity of the goods and services to be procured to be included in the procurement notice. Where the Board foresees that a member of a purchasing co-operative may be interested in being added to the resulting contract, it is advisable for the Board to include an estimated in the procurement notice of the nature and quantity, or estimated quantity of goods and services that the member would want if later added to the contract.

Exclusion of Proponents

Under CFTA and CETA, if there is supporting evidence, the Board may exclude a Bidder from participating in a procurement on grounds such as:

- Bankruptcy or insolvency;
- False declarations;
- Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts
- Final judgments in respect of serious crimes or other serious offences;
- Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or
- Failure to pay taxes