

## **ADMINISTRATIVE PROCEDURES**

### **PROCUREMENT (Policy Statement: Procurement)**

#### **Purpose**

Algonquin and Lakeshore Catholic District School Board (ALCDSB) supports a central procurement approach and encourages cooperative procurement practices as a means of obtaining maximum value for each dollar spent, consistent with the educational goals of ALCDSB and fair business principles.

In order to implement this administrative procedure, Financial Services, under the authority of the Superintendent of Finance and Business Services, will adopt and practice recognized procurement procedures. The adopted procedures will ensure cost effectiveness and efficiency within ALCDSB and provide quality materials, supplies and services consistent with the needs and in the best interest of ALCDSB.

#### **References**

*Accessibility for Ontarians with Disabilities Act, 2005*  
*Broader Public Sector Accountability Act, 2010 (BPSAA)*  
*Broader Public Sector Procurement Directive*  
*Broader Public Sector Supply Chain Code of Ethics*  
*OntarioBuys*  
*Education Act*  
*Compendium of the Social Doctrine of the Church, Pontifical Council for Justice and Peace (2005)*

#### **Procedures**

### **1. PROCUREMENT CODE OF ETHICS**

To ensure an ethical, professional and accountable supply chain procurement, all individuals involved in planning, procurement, contracting, logistics and payment must adhere to the following principles:

#### **1.1 Personal Integrity and Professionalism**

All individuals involved with procurement activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all procurement activities with respect demonstrated for each other and the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create, a conflict of interest such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

## 1.2 Accountability and Transparency

Procurement activities must be open and accountable. In particular, contracting and procurement activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.

## 1.3 Compliance and Continual Improvement

All employees, elected officials, or other agents working on behalf of the Board involved in procurement activities must comply with the Broader Public Sector Supply Chain Code of Ethics and the laws of Canada and Ontario. All Stakeholder Groups with responsibility working for the Board should continually work to improve procurement procedures, to improve their procurement knowledge and skill levels and to share leading practices.

## 2. VALUE OF PROCUREMENT

When determining the value of a procurement for purposes of approval authority and requirements for a competitive process:

- 2.1 The total cost includes the purchase requirements for the Board as a whole for the product or service. The period included shall be the length of the contract period plus any optional extension periods or the annual requirement, whichever is more;
- 2.2 Orders may not be split into smaller orders to avoid meeting any requirements contained in this policy;
- 2.3 The total costs shall not include applicable sales taxes.

## 3. SEGREGATION OF DUTIES AND APPROVAL AUTHORITY LEVELS

### 3.1 Segregation of Duties

*(Broader Public Sector Procurement (BPS) Directive, Mandatory Requirement #1)*

Segregation of duties prevents any one person from controlling the entire procurement process by segregating approvals for the key stages of the procurement process. The five procurement roles that require segregated approval are included in Schedule 3.1 Procurement Roles below.

**Schedule 3.1 Procurement Roles**

Procurement Roles	Explanation	Who
Requisition to purchase	Authorize Financial Services to place an order.	Employees requesting product or service.
Budget	Authorize funding is available to cover cost.	Departmental budget holder.
Commitment	Authorize release of the order to the supplier under agreed-upon contract terms.	Financial Services or designate.
Receipt	Authorize that the order was physically received, correct and complete.	Employees receiving the goods or service.
Payment	Authorize release of payment to the supplier.	Accounting Services.

### 3.2 Approval Authority (BPS Procurement Directive, Mandatory Requirement #2)

The Director of Education and the Superintendent of Finance and Business Services may delegate the authorization for acquisition of goods and services required for annual consumption. The delegation is to the Superintendent of School Effectiveness (Superintendent) and/or the Assistant to the Director of Education (Assistant Director) responsible for a particular department or initiative. Once authorized, the Superintendent/Assistant Director is accountable for those areas of the approved budget and may make commitments on behalf of ALCDSB within their approved budget and signing limits, and in accordance with ALCDSB procurement processes.

The Superintendent/Assistant Director may further delegate the signing authority, subject to the following limits, with the understanding that the Superintendent/Assistant Director remains responsible and accountable for expenditures and commitments made. Positions with approval authority level may delegate their authority when needed to support operational needs but remain responsible for procurements made on their behalf. Since each department may have a unique management structure, the responsible Superintendent and the Superintendent of Finance and Business Services must approve the signing authority limits for each area. Financial Services will file the approval documentation for audit purposes.

**Schedule 3.2 Approval Authority Level**

Total Purchase Amount	Delegated Approval Authority Level
> \$1,000,000	Board of Trustees
=/< \$1,000,000	Director of Education
=/< \$ 500,000	Superintendent of Finance and Business Services Controller of Plant and Planning Services
=/< \$ 200,000	Superintendent of School Effectiveness Assistant to the Director of Education Assistant Controller of Plant and Planning Services Manager, Financial Services
=/<\$ 100,000	Managers, Plant Operations Manager, Learning Technology Services
=/<\$ 25,000	Principals Managers and Coordinators with department responsibility

### 3.3 Information Technology Purchases – Additional Approval

In addition to the above authority levels, technology related purchases require review and pre-approval by the Manager, Learning Technology Services (LTS) to ensure compliance with board technology standards prior to releasing the order to a vendor.

Computers, peripherals and software must be purchased from the ALCDSB Online Computer Store (the Store). Where a product or service is not available through the Store, the LTS department will pre-approve the selection of a vendor and product. The school or department will issue a purchase order and receive the shipment as pre-authorized by LTS.

### 3.4 Plant Purchases – Additional Approval

Notwithstanding the above authority levels, all plant related purchases, agreements with the trades or for building or site maintenance require approval and are to be effected through Plant Operations and Maintenance Department.

## 4. COMPETITIVE PROCUREMENT PROCESS - Procurement Thresholds for Consulting Services and Consultants

**4.1 Consulting Services** means the provision of expertise or strategic advice that is prepared for consideration and decision-making. A competitive process is required for consulting services regardless of the dollar value. Refer to Schedule 4.1 below.

**4.2 Consultant** means a person or entity under an agreement, other than an employment agreement, provides expert or strategic advice and related services for consideration and decision-making. A competitive process is required for consultants regardless of the dollar value. Refer to Schedule 4.1 below.

**4.3 Professional services** means such services that include preparation of drawings and specifications by architects and engineers as required under the *Ontario Building Code*. Other services include preparation of audited financial statements by chartered accountants and legal opinions related to specific staffing or property issues prepared by licensed legal counsel.

Professional services are exempt from the consulting services requirements. Purchases of professional services must be in accordance with applicable trade agreements and the Board's Procurement policy for goods and non-consulting services.

### Schedule 4.1 Procurement Approval Authority Schedule for Consulting Services

Total Value	Competitive Process and RFx Requirements	Approval Authority
< \$100,000	Invitational or Open Competitive Process	Schedule 3.2
=/> \$100,000	Open Competitive	Schedule 3.2

## 5. COMPETITIVE PROCUREMENT PROCESS - Vendors of Record (VOR)

A Vendor of Record (VOR) arrangement means a procurement arrangement that authorizes one or more qualified vendors to provide goods/services to ALCDSB for a defined period on terms and conditions, including pricing, as set out in the VOR agreement. VOR agreements increase procurement process efficiency and obtain consistent competitive prices for the identified goods and services.

**5.1** ALCDSB may participate in or establish a Vendor of Record (VOR) agreement wherever it is in the best interests of the Board to do so.

**5.2** When the Board awards a VOR agreement for a product or service, all ALCDSB staff and locations shall utilize this agreement unless another vendor is pre-approved by Financial Services. A list of ALCDSB VOR agreements is available on the ALCDSB internal staff website.

- 5.3 Financial Services will establish VOR agreements for all furniture purchases. Where a product is not available from an ALCDSB furniture VOR agreement, Financial Services must preapprove an alternative vendor prior to placement of an order. A purchase order is required for all furniture purchases regardless of the dollar value of the purchase.
- 5.4 VOR agreements will be awarded using an open competitive method of procurement.
- 5.5 Approval for ALCDSB participation or establishment of a VOR agreement is required as outlined in Section 3.2 Approval Authority and the related Schedule 3.2 Approval Authority Level. The approval authority should be identified based on the total estimated spend expected to occur over the life of the VOR arrangement including optional extension periods.
- 5.6 VOR agreements will identify the ceiling price of the VOR arrangement. A ceiling price is the dollar value of an individual procurement under the VOR arrangement above which ALCDSB must conduct procurement using a new open competitive process instead of the VOR arrangement.
- 5.7 Where a single vendor is awarded a VOR agreement for a product service or region/location, no further competitive process is required up to the ceiling price of the VOR agreement.
- 5.8 Where multiple VOR agreements are awarded for the same product/service or region/location, the VOR competitive procurement process must include a second stage selection process. The minimum number of vendors to be invited to participate in the second-stage selection process based on dollar thresholds of a single procurement is outlined in Schedule 5.1 Second Stage Procurement Process for Vendors of Record (VOR) below.

**Schedule 5.1 Second Stage Procurement Process for Vendors of Record (VOR)**

Procurement Value	Minimum Number of Vendors to be Invited to the Second-Stage Selection
<b>Furniture Purchases</b>	
< \$3,000	1
>= \$3,000 to < \$40,000	2
>=\$40,000 to the VOR ceiling price	3
<b>All non-Furniture and non-Consulting Services Purchases</b>	
< \$25,000	1
>= \$25,000 to < \$250,000	3
>=\$250,000 to the VOR ceiling price	5
> VOR ceiling price	Open Competitive Procurement

**Notations:**

- i) The second stage procurement process for VOR in Schedule 5.1. does not limit nor require a specific number of VOR agreements that ALCDSB will hold at any one time.
- ii) Organizations must not reduce the value of a procurement in order to circumvent the requirements outlined in the second-stage selection process schedule.

- iii) Where there are fewer members on the VOR list than in the schedule, all suppliers on the list must be invited to participate in the invitational procurement process.
- iv) Where only one supplier is invited to submit a proposal, ALCDSB should evenly distribute individual procurement opportunities over time between the suppliers wherever feasible.
- v) VOR arrangements should be subject to regular contract management activities, including but not limited to monitoring and managing price, quality and service cycles.

**6. COMPETITIVE PROCUREMENT PROCESS - Procurement thresholds for goods and non-consulting services NOT on Vendor of Record (VOR) Agreement with the Board**

**6.1** Where the product or service is not available through a board approved Vendor of Record (VOR) Agreement, the competitive processes and method of acquisition shall apply as outlined in Schedule 6.1 below.

**Schedule 6.1 Procurement Process Goods and Non-Consulting Services (Not on VOR)**

Total Value	Competitive Process and RFx Requirements	Method of Acquisition
<= \$500	Purchasers' choice for non-VOR items.	Invoiced to pay
> \$500 to </= \$10,000	Informal quotations via catalogues, verbal, fax, email and online. Documentation should be kept at the school for audit purposes	Purchase order
> \$10,000 to </= \$100,000	Three written quotations. Quotations are to be attached to the online purchase requisition for audit purposes.	Purchase order
=/>\$100,000	Open competitive procurement process (RFx) posted electronically All purchase orders will refer to the RFx number.	Purchase order

**Notations**

- i) Board Vendor of Record (VOR) are in place for all furniture and equipment purchases. Where the product is not available from a VOR, Financial Services must preapprove the vendor prior to purchase.
- ii) Financial Services will pre-authorize the method of acquisition in situations where a supplier will not accept purchase orders.
- iii) Notwithstanding the above process, Plant Operations Method of Acquisition will be Invoice to Pay up to \$3,000.
- iv) Use of personal funds (cash, debit cards, credit cards, etc.) to purchase goods and services on behalf of ALCDSB should be limited to special circumstances where alternative Board procurement methods are not available. Purchases greater than \$500 require the immediate supervisor's and the budget holder's preauthorization.
- v) Where possible, ALCDSB will purchase goods and services from Canadian sources unless disallowed under the competitive processes outlined in this policy.

## 7. COMPETITIVE PROCUREMENT GREATER THAN \$100,000

### 7.1 Application

Public competitive process must be completed for all procurements greater than \$100,000. For details on requirements for this process, contact Financial Services. Prior planning is required to complete this process (allow a minimum of four months). The appropriate approval authority as outlined in Section 3 needs to apply before contract is awarded.

### 7.2 Information Gathering *(BPS Procurement Directive, Mandatory Requirement #4)*

Request for Expressions of Interest (RFEI, RFI, RFEOI), optional non-competitive process for information gathering on supplier capabilities, qualifications and interest and to gain a better understanding of the capacity of the supplier community to provide the services or solutions required. Responses will not pre-qualify a potential supplier. Information collected will facilitate the best possible method for the competitive process.

### 7.3 Pre-qualification *(BPS Procurement Directive, Mandatory Requirement #5)*

Request for Supplier Qualifications (RFSQ), competitive process to gather information on supplier capabilities and qualifications, with the intent to either follow through with RFP or RFT process with pre-qualified suppliers or establish a Vendor of Record (VOR) for supplying materials or services in future. The terms and conditions of the RFSQ must contain language that disclaims any obligation of the Board to call on any supplier to provide goods and services as a results of pre-qualification.

### 7.4 Posting Competitive Procurement Documents *(Broader Public Sector Procurement Directive, Mandatory Requirement #6)*

The competitive process for all RFX's (RFT, RFQ, RFI, RFP, RFSQ, etc.) that meet or exceed \$100,000 are advertised and posted electronically on an approved tendering system. Suppliers may also be invited based on source lists or Vendor of Records.

### 7.5 Timelines for Posting Competitive Procurements *(Broader Public Sector Procurement Directive, Mandatory Requirement #7)*

Timelines for competitive responses will be a minimum of 15 working days and may extend beyond that depending on the complexity of the procurement requirements. It should be noted that high value goods, services, and construction tenders might be subject to trade agreements that would impose longer posting requirements.

**7.6 Bid Receipt** (*Broader Public Sector Procurement Directive, Mandatory Requirement #8*)

Closing dates will fall on a normal working day (Monday to Friday). Financial Services shall be responsible for retrieving all online submissions and will confirm compliancy prior to moving the submissions to the approved evaluation team. Public openings will not take place. It is the bidder's responsibility to ensure that their submission to the RFX is received by the electronic tendering system by the deadline. Submissions received after the closing time will not be considered. The bid submission date and closing time will be clearly stated in competitive procurement documents.

**7.7 Evaluation Criteria** (*BPS Procurement Directive, Mandatory Requirement #9*)

Competitive procurement documents will outline mandatory, rated and other criteria that will be used to evaluate submissions, including weight of each criterion. The evaluation criteria may be altered to the competitive procurement document by means of addendum.

If alternative strategies or solutions will be considered, the evaluation criteria for this evaluation will form a separate part of the procurement document.

The Board will not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of a competitive process. Evaluation criteria will comply with subsection 7.12 – Non-Discrimination.

**7.8 Evaluation Process Disclosure** (*BPS Procurement Directive, Mandatory Requirement #10*)

The competitive procurement process requires that an evaluation team responsible for reviewing and rating bids be established. An evaluation team may include subject-matter experts, financial experts and representatives of Financial Services. Evaluation methodology, the process used in assessing submissions and method of resolving a tie score is identified within the RFT/RFP. The competitive procurement documents will state that submissions that do not meet the mandatory criteria will be disqualified. Financial Services shall notify, in writing, any submissions deemed disqualified stating the reasons therefore. Where only one valid tender is received, a recommendation shall be submitted to the Board by the department responsible for the procurement request.

**7.9 Evaluation Team** (*BPS Procurement Directive, Mandatory Requirement #11*)

Evaluation team members are made aware of all restrictions related to the confidential information or activity associated with the competitive process. Evaluation team members must sign an Evaluation Team Conflict of Interest Declaration and Non-Disclosure Form (Form B – PUR-600.2) before each evaluation. The evaluation team shall review the compliant submissions with the evaluation team lead.



#### **7.10 Evaluation Matrix** *(BPS Procurement Directive, Mandatory Requirement #12)*

Each member of the evaluation team is supplied with an evaluation matrix to support fair and open evaluation of the competitive responses.

If bids are not responsive to the requirement, do not represent fair market value or exceed the allotted budget, the process may be cancelled. A revised solicitation or negotiations with a qualified supplier may take place.

Clarification may be requested from any or all respondents during evaluation period.

#### **7.11 Winning Bid** *(BPS Procurement Directive, Mandatory Requirement #13)*

Following evaluation completion by each member, the team selects the submission that has met all mandatory requirements and will obtain maximum value for each dollar spent as declared by the highest evaluation score.

#### **7.12 Non-Discrimination** *(BPS Procurement Directive, Mandatory Requirement #14)*

Where acquisition for supply, service, and quality are considered equal and price is at or above Canadian Fair Trade Agreement (CFTA) compliance, ALCDSB shall not discriminate:

**7.12.1** Between the goods or services of a particular province or region;

**7.12.2** Between the suppliers of such goods or services of a particular province or region and those of any other province or region; and

**7.12.3** ALCDSB shall not impose or consider, in the evaluation of bids or the award of contracts, local content or other economic benefits criteria that are designed to favour the goods and services of a particular region or province or the suppliers of a particular province or region of such goods or services.

#### **7.13 Executing the Contract** *(BPS Procurement Directive, Mandatory Requirement #15)*

The agreement between ALCDSB and a successful vendor must be defined formally in the form of written and executed contracts before the provisions of the goods, services or construction commences. A copy of the Agreement to Contract must be included with the bid documents during a competitive procurement process. Where an immediate need exists for goods or services, and ALCDSB and the supplier are unable to finalize the contract, an interim purchase order may be used. The justification of such decision must be documented and approved by Financial Services.

#### **7.14 Establishing the Contract** *(BPS Procurement Directive, Mandatory Requirement #16)*

The contract(s) will be finalized using the Agreement to Contract form that is included in the procurement document.

In circumstances where an alternative procurement strategy has been used (i.e. a 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.

**7.15 Termination Clauses** *(BPS Procurement Directive, Mandatory Requirement #17)*

All contracts will include appropriate cancellation or termination clauses.

**7.16 Term of Agreement Modifications** *(BPS Procurement Directive, Mandatory Requirement #18)*

The procurement document will contain the term of the agreement and the appropriate approval process for any option to extend.

Extending the term of the agreement beyond that set out in the procurement document amounts to non-competitive procurement where the extension affects the value and/or stated deliverables of procurement. Refer to subsection 9.4 – Authorization Level for Exemption from Competitive Process.

**7.17 Contract Award Notification** *(BPS Procurement Directive, Mandatory Requirement #19)*

For contracts awarded with a value of \$100,000 or greater, the successful proponent(s) will be posted electronically using an electronic tendering system.

**7.18 Supplier Debriefing** *(BPS Procurement Directive, Mandatory Requirement #20)*

For contracts with a value of \$100,000 or greater, the competitive document will outline the debriefing process for unsuccessful suppliers following the conclusion of the procurement process.

**7.19 Contract Management** *(BPS Procurement Directive, Mandatory Requirement #22)*

The department of responsibility for the supply or service will manage contracts resulting from the procurement practice. Payments will be made in accordance with invoice instructions detailed in the procurement document. For service contracts, all expense claims will be paid in compliance with the Broader Public Sector Expenses Directive.

## **8. COLLABORATIVE PROCUREMENT**

**8.1 Collaborative Procurement** is a coordinated event that facilitates purchasing on behalf of multiple organizations. The goals of these organizations are to leverage the increased buying power of aggregating total spend with other organizations and generate savings/efficiencies that benefit the collective participants.

**8.2** ALCDSB supports participating in collaborative procurement processes where it is cost effective and feasible to do so under the following parameters:

**8.2.1** ALCDSB may participate in collaborative procurement agreements where the buying group activities comply with the BPS Procurement Directive.

- 8.2.2** ALCDSB may participate in an Ontario Education Collaborative Market (OECM) or similar government operated collaborative buying group agreement without additional approval. Approval for ALCDSB participation in other collaborative procurement process is required as outlined in Section 3.2 Approval Authority and the related Schedule 3.2 Approval Authority Level. The approval authority should be identified based on the total estimated spend expected to occur over the life of the resulting contract arrangement including optional extension periods.
- 8.2.3** The collaborative procurement competitive process is responsibility of the buying group. Procurement of goods and/or services through a collaborative procurement process will be subject to the procedures established by the buying group and ALCDSB is not required to solicit independent price quotations.
- 8.2.4** ALCDSB is responsible to administer the resultant collaborative procurement agreement in a manner consistent with this policy and the BPS Procurement Directive requirements.
- 8.2.5** Where a collaborative procurement process awards a winning bid to multiple vendors, ALCDSB Vendor of Record processes apply. Refer to Section 5.8 Second Stage Procurement Process for Vendors of Record (VOR).

## **9. EXEMPTIONS FROM COMPETITIVE PROCUREMENT**

*(BPS Procurement Directive, Mandatory Requirement # 21)*

ALCDSB may experience special circumstances that may require a non-competitive procurement process. ALCDSB may utilize a non-competitive procurement in the following situations:

### **9.1 Exemptions under Trade Agreements**

In situations outlined in the exemption, exception, or non-application clauses of the CFTA or other trade agreements. Sufficient documentation must be retained to support the applicability of the exemption to the procured product or service.

### **9.2 Sole Sourcing** (where only one supplier is able to meet the requirements of a procurement request). Situations include but are not limited to:

- 9.2.1** Ensuring compatibility with existing products;
- 9.2.2** To recognize exclusive rights, such as exclusive licenses, copyright and patent rights;
- 9.2.3** To maintain specialized products that require maintenance;
- 9.2.4** An absence of competition for technical reasons and no alternative exists;
- 9.2.5** For work to be performed on a leased building and may only be performed by the lessor;
- 9.2.6** Work to be performed where a warranty or guarantee is held;
- 9.2.7** Purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership;
- 9.2.8** Procurement of original works of art;
- 9.2.9** Procurement of subscriptions to newspapers, magazines or other periodicals; or
- 9.2.10** Procurement of real property.

**9.3 Single Sourcing** (where more than one vendor is able to meet the requirements of a procurement request). Situations include:

- 9.3.1** An unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of open procurement procedure. Failure to plan and allow sufficient time for a competitive procurement process does not constitute an unforeseeable situation of urgency;
- 9.3.2** Goods or services regarding matters of confidentiality are purchased and the disclosure of those matters through an open process could compromise confidentiality, health and or safety;
- 9.3.3** Where open process could interfere with the organization's ability to maintain security or order or to protect human, animal or plant life or health.

**9.4 Authorization Level for Exemption from Competitive Process**

- 9.4.1** Authorization to acquire the goods or services applies as per Schedule 3.2 Approval Authority Level.
- 9.4.2** Prior to commencement of non-competitive procurement, additional pre-authorization to undertake a non-competitive procurement process is required from the Superintendent of Finance and Business Services or Director of Education using Waiver of Competitive Process Form (Form A – PUR-600).
- 9.4.3** In emergencies, the Waiver must be completed immediately following the resolution of the emergency. Emergencies are defined as circumstances or situations beyond anyone's control that have the potential of affecting the health, life or safety of students or other personnel, result in undue financial losses or the prompt restoration of services to minimize interruption.
- 9.4.4** All purchases made under an exemption of the competitive process require the use of a purchase order.

**9.5 Miscellaneous Exemptions**

The following list of those goods or services will also be considered exempt and will not require a competitive process or Waiver of Competitive Process Form (Form A – PUR-600):

- Professional Memberships
- Health Expenses (e.g. pediculosis, ambulance)
- Workshops
- Training and Education Courses
- Staff Development
- Seminars/Conferences
- Conventions/Travel Expense
- Refundable Employee Expenses
- Utility Services payments
- Arbitration Services
- Property Rentals
- License Fees (Vehicles, Elevators, Radios, etc.)

## 10. FREEDOM OF INFORMATION

- 10.1 All competitive process responses submitted to ALCDSB become the property of ALCDSB and as such are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) regarding information that may be provided in confidence. Bidders must clearly state, in their bids, if disclosure of any portion of the bid would cause injury to the company.
- 10.2 A MFIPPA clause will form part of the contract or procurement document.

## 11. PROCUREMENT RECORDS RETENTION *(BPS Procurement Directive, Mandatory Requirement #23)*

- 11.1 All procurement documents required for reporting and/or auditing purposes will be maintained for a period of seven years.

## 12. CONFLICT OF INTEREST *(BPS Procurement Directive, Mandatory Requirement #24)*

- 12.1 The Superintendent of Financial and Business Services and/or delegate will monitor any potential or perceived conflict of interest that may exist in the procurement activities with employees, advisors, external consultants or suppliers.
- 12.2 Any staff member or elected official involved in a procurement activity must declare all actual or potential conflicts of interest to the Superintendent of Financial and Business Services prior to the commencement of the procurement activity.

Where a conflict of interest arises, the Superintendent of Financial and Business Services must evaluate the conflict and take an appropriate mitigating action.

- 12.3 Staff involved in an Invitational or an Open Competitive Process including evaluation team members must sign an Evaluation Team Conflict of Interest Declaration and Non-Disclosure Form (Form B – PUR-600.2) before each evaluation.
- 12.4 Situations that may result in a conflict of interest include but not limited to the following:
  - 12.4.1 Engaging in outside employment;
  - 12.4.2 Not disclosing an existing relationship that may be perceived as being a real or apparent influence on their objectivity in carrying out an official role;
  - 12.4.3 Providing assistance or advice to a particular supplier participating in a competitive process;
  - 12.4.4 Having an ownership, investment interest, or compensation arrangement with any entity participating in a competitive process;
  - 12.4.5 Having access to confidential information; or
  - 12.4.6 Accepting favours or gratuities from those doing business with the organization.
- 12.5 ALCDSB may terminate an agreement where a supplier fails to disclose any actual or potential conflict of interest or fails to resolve its conflict of interest as directed by the Board.

### **13. BID DISPUTE RESOLUTION** (*BPS Procurement Directive, Mandatory Requirement #25*)

13.1 A dispute resolution clause will form part of the contract or procurement document.

13.2 Bid dispute resolution procedures will comply with the applicable trade agreements.

### **14. INSURANCE REQUIREMENTS**

14.1 ALCDSB requires suppliers to maintain public liability and property damage insurance with limits of not less than \$5,000,000 for each person and each occurrence to protect, indemnify and save harmless the Board and its consultants from any and all claims which may arise from the supplier's operations under a contract with the Board.

The Board may require higher levels of coverage at its sole discretion and such levels will be set out in procurement documents.

The Board may require that ALCDSB be named as an additional insured on the supplier's insurance contract at its sole discretion and such a requirement will be set in procurement documents.

The Board will require a supplier to provide a certificate of insurance before commencing any work under a contract. The Board reserves the right to cancel a contract at any time, without notice, if the supplier fails to carry and keep in full force and effect such insurance.

14.2 It is the contractor's/supplier responsibility to comply with the *Workplace Safety and Insurance Board Act* and ensure any sub-contractors are in compliance.

14.3 The insurance requirements for tendered construction projects will be defined in the Canadian Construction Document Committee (CCDC) contract at the time of tendering

14.4 The Board will specify insurance requirements for each RFX issued.

### **15. SAFETY**

15.1 Certain equipment must have standard approvals or certifications. The minimum requirements will form part of the contract or procurement document where applicable.

15.2 *Occupational Health and Safety Act* regulations will form part of the contract or procurement document where applicable.

15.3 Workplace Hazardous Materials Information System will form part of the contract or procurement document where applicable.

### **16. SURPLUS AND/OR DISPOSAL OF FURNITURE AND EQUIPMENT**

16.1 The superintendent, principal or administrative department supervisor shall determine if furniture and/or equipment belonging to ALCDSB is surplus, obsolete or scrap to their particular use.

- 16.2** Financial Services, and where necessary, in consultation with the Superintendent of Finance and Business Services, shall have the authority to re-deploy, sell, exchange, dispose or trade-in goods declared surplus.
- 16.3** Schools and central administration offices are required to store surplus furniture and/or equipment on site until transfer or disposal as per the following process:
- 16.3.1** Surplus or obsolete items are identified using the Surplus Furniture Form (Form D – PUR-600.4) which is then forwarded to the Procurement Officer.
  - 16.3.2** Disposal of items as Scrap Furniture are identified the Scrap Furniture Form (Form C – PUR-600.3) which is forwarded to Procurement Officer. The disposal of such furniture is coordinated with Plant Operations as to the best method of disposal.
  - 16.3.3** The Procurement Officer will send an electronic notice to ALCDSB sites offering surplus items available stating response timeline. If more than one request is received per item, it will be awarded on a first come, first serve basis.
  - 16.3.4** The Procurement Officer will email confirmation of who is the recipient of the surplus furniture, and assist in coordinating the pickup and/or delivery.
  - 16.3.5** Items not claimed will remain in the school or departmental office location until such time it is requested or deemed obsolete.
  - 16.3.6** Central storage does not exist for items not claimed.
- 16.4** Receiving locations are responsible to:
- 16.4.1** Ensure any space or electrical requirements can be met and if not, pay any associated costs; and
  - 16.4.2** Pay any associated costs with moving the furniture and equipment that facility services may be unable to accommodate.
- 16.5** Any surplus or obsolete item will be disposed of in whichever process is most advantageous to ALCDSB. Disposal methods utilizing re-use and recycling will be given preference over landfill. Disposal methods can include:
- Donation to educational/charitable/community agency;
  - Trade-in value for upgrading;
  - Sale to scrap dealer;
  - Disposal to recycling program; or
  - Disposal to landfill site.

## **17. ENVIRONMENTAL**

- 17.1** ALCDSB supports environmentally sustainable products and services. Where feasible and cost effective, and all criteria being equal, ALCDSB will give preference to environmentally sustainable products and services.

## **18. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT**

- 18.1** Employees and or elected officials engaged in procurement activities on behalf of ALCDSB should be aware of and ensure procurement processes comply with the requirements of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA).

- 18.2** ALCDSB is committed to the highest possible standards for accessibility. The Supplier must be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive Resources consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.
- 18.3** In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), ALCDSB has established policies, practices and procedures governing the provision of its services to persons with disabilities.

## **19. UNAUTHORIZED PURCHASES**

- 19.1** All purchases made in the name of ALCDSB without proper authorization under ALCDSB Procurement Policy may be considered an obligation of the person making the purchase and not an obligation of ALCDSB.

### **Appendices**

#### **Forms**

Form A - PUR-600 Waiver of Competitive Process Form  
Form B - PUR-600.2 Evaluation Team Conflict of Interest Declaration and Non-Disclosure Form  
Form C - PUR-600.3 Scrap Furniture Form  
Form D - PUR-600.4 Surplus Furniture Form

#### **Associated Documents**

Approved: November 2019