



## **ADMINISTRATIVE PROCEDURES**

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

#### **Purpose**

Algonquin and Lakeshore Catholic District School Board (ALCDSB) supports a central procurement approach and encourages cooperative and collaborative procurement practices as a means of obtaining maximum value for each dollar spent, consistent with the educational goals of ALCDSB and fair, ethical and sustainable 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 directives. The adopted procedures will ensure cost effectiveness and overall value within ALCDSB and provide quality materials, supplies and services consistent with the needs and in the best interest of ALCDSB and the community.

A list of relevant definitions can be found in the Ontario Broader Public Sector Procurement Directive

#### **References**

Accessibility for Ontarians with Disabilities Act

Canada-European Union Comprehensive Economic and Trade Agreement (CETA)

Canadian Free Trade Agreement (CFTA)

Compendium of the Social Doctrine of the church, Pontifical Council for Justice and Peace (2005)

Education Act

Ontario Broader Public Sector Accountability Act

Ontario Broader Public Sector Procurement Directive

Supply Ontario

## **Procedures**

The procedures below are directly related to the mandatory requirements outlined in the Broader Public Sector Procurement (BPS) Directive. In some cases, where Federal Trade Treaty requirements are more stringent than the BPS Directive, the Procedures have been adapted accordingly. These procedures will be reviewed and updated to accommodate future changes in legislation.

Note: Where the acronym RFX is used throughout the document, it means any request for process. For example, request for proposal, request for tender, request for supplier qualifications, etc.

### **1. Value of Procurement**

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

- 1.1 The total cost includes the purchase requirements for the entire Board 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;
- 1.2 Orders may not be split into smaller orders to avoid meeting any requirements contained in this policy;
- 1.3 The total costs shall not include applicable sales taxes.

### **2. Segregation of Duties and Approval Authority Levels**

#### **2.1 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 and how they are segregated are included in Schedule 2.1 Procurement Roles below.

#### **Schedule 2.1 Procurement Roles**

<b>Procurement Roles</b>	<b>Explanation</b>	<b>Who</b>
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.

**2.2 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 Education (Superintendent) responsible for a particular department or initiative. Once authorized, the Superintendent 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 may further delegate the signing authority, subject to the following limits, with the understanding that the Superintendent 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 2.2 Approval Authority Levels**

Total Purchase Amount	Delegated Approval Authority Level
greater than \$1,000,000	Board of Trustees
up to and including \$1,000,000	Director of Education
up to and including \$ 500,000	Superintendent of Finance and Business Services Controller of Plant and Planning Services
up to and including \$ 200,000	Superintendent of Education Manager of Capital Projects Manager of Learning Technology Services Manager, of Financial Services
up to and including \$ 100,000	Managers, of Plant Operations
up to and including \$ 25,000	Principals Managers and Coordinators with department responsibility

**2.3 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 follow the proper procurement process, issue a purchase order and receive the shipment as pre-authorized by LTS.

## 2.4 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 reviewed by Plant Operations and Maintenance Department.

## 3. Competitive Procurement Process - Procurement Thresholds for Consulting Services and Consultants

**3.1 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 3.1 below.

**3.2 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 3.1 below.

**3.3 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 3.1 Procurement Approval Authority Schedule for Consulting Services**

Total Value	Competitive Process and RFX Requirements	Approval Authority
up to \$99,999	Invitational or Open Competitive Process	Schedule 2.2
100,000 and greater	Open Competitive	Schedule 2.2

## 4. 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.

**4.1** 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.

- 4.2 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.
- 4.3 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.
- 4.4 VOR agreements will be awarded using an open competitive method of procurement.
- 4.5 Approval for ALCDSB participation or establishment of a VOR agreement is required as outlined in Section 2.2 Approval Authority and the related Schedule 2.2 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.
- 4.6 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.
- 4.7 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.
- 4.8 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 4.1 Second Stage Procurement Process for Vendors of Record (VOR) below.

**Schedule 4.1 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>	
up to \$9,999	1
\$10,000 to \$39,999	2
\$40,000 to the VOR ceiling price	3
VOR ceiling price and greater	Open Competitive Procurement
<b>All non-Furniture and non-Consulting Services Purchases</b>	
up to \$24,999	1
\$25,000 to \$249,999	3
\$250,000 to the VOR ceiling price	5
VOR ceiling price and greater	Open Competitive Procurement

**Notations:**

- i) The second stage procurement process for VOR in Schedule 4.1 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. ALCDSB will document situations where a particular supplier may be getting more business than others for audit purposes.
- v) VOR arrangements should be subject to regular contract management activities, including but not limited to monitoring and managing price, quality and service cycles.
- vi) VOR arrangements will be refreshed or renewed at 3 year intervals, or as dictated through legislation.

**5. Competitive Procurement Process- Procurement thresholds for goods and non-consulting services NOT on Vendor of Record (VOR) Agreement**

5.1 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 5.1 below.

**Schedule 5.1 Procurement Process Goods and Non-consulting Services (Not on VOR)**

**Schools and Board Office**

<b>Total Value</b>	<b>Process</b>
Up to \$2,999	No competitive process required; invoice can be approved and coded for payment
\$3,000 to \$24,999	Minimum of two quotes required (attach to online purchase requisition and purchase order generated)
\$25,000 to \$99,999	Minimum of three quotes required (attach to online purchase requisition and purchase order generated)
\$100,000 and greater	Open competitive procurement process (RFX) posted publicly. All purchase orders will refer to the RFX number.

**Schedule 5.2 Procurement Process Goods and Non-consulting Services (Not on VOR)**

**Plant East and Plant West School Operations**

<b>Total Value</b>	<b>Process</b>
Up to \$9,999	No competitive process required, invoice can be approved and coded for payment
\$10,000 to \$24,999	Minimum of two quotes required (attach to online purchase requisition and purchase order generated)
\$25,000 to \$99,999	Minimum of three quotes required (attach to online purchase requisition and purchase order generated)
\$100,000 and greater	Open competitive procurement process (RFX) posted publicly. All purchase orders will refer to the RFX number.

**Notations**

- i) Board Vendors of Record (VORs) are in place for all furniture and equipment purchases. When buying these items and 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) 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.
- iv) Pre-ordering and invoiced prior to a purchase order on behalf of ALCDSB is not allowed and such, an unauthorized purchase may be subject to suspension of purchasing privileges.

**6. Competitive Procurement Greater Than \$100,000**

**6.1 Application**

Public competitive process must be completed for all procurements valued at \$100,000 or more. 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.

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

Requests for Expressions of Interest or Requests for Information (RFEI, RFI), are optional, non-competitive processes used for information gathering about supplier capabilities, qualifications and interest and to gain a better understanding of the capacity of the market. Responses will not pre-qualify or favour a potential supplier in future processes. Information collected will help determine the best possible method for the competitive process.

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

Requests for Supplier Qualifications (RFSQ) are competitive processes used to gather information on supplier capabilities and qualifications, with the intent to pre-qualify suppliers for provision of goods, services or construction. This process may be followed by an immediate or future RFX invitational process with pre-qualified suppliers or may be used to 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.

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

The competitive process for all RFX's that meet or exceed \$100,000 are advertised publicly and posted electronically on an approved tendering system. Suppliers may also be invited based on source lists or Vendors of Record.

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

Timelines for competitive responses will be a minimum of 40 calendar days and may extend beyond that depending on the complexity of the procurement requirements. This number may be reduced based on requirements outlined in the Trade agreements.

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

Closing dates will fall on a day between Monday and Friday. Financial Services shall be responsible for retrieving all online submissions and will confirm compliancy prior to moving-releasing the submissions to the approved evaluation team. Public openings will not take place. It is the bidder's responsibility to plan and 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. If submissions need to be received manually, the same compliant processes will be followed.

**6.7 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 posted in the same manner as the original RFX.



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 6.12 – Non-Discrimination.

**6.8 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. Where only one compliant bid is received, a recommendation shall be submitted to the Board by the department responsible for the procurement request. If no compliant bids are received, a limited tender exemption may be requested, as outlined in the Trade Treaties.

**6.9 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) before each evaluation. The evaluation team shall review and score the compliant submissions independently, and then as a group facilitated or as delegated by Financial Services.

**6.10 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 bids.

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.

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

Following evaluation, the bids will be ranked and the proposal that has met all mandatory requirement and received the highest score will be declared the winning bid and the supplier will be asked to enter into limited negotiations. If, through negotiations, the parties cannot come to a mutual agreement, the negotiation will end and the next highest scoring proposal may be asked to enter into negotiations.

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

Organizations must not discriminate or exercise preferential treatment in any way, when awarding a contract. Where acquisition for supply, service, and quality are considered equal and price is fair and within budget, ALCDSB shall not discriminate:

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

#### **6.13 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 resulting Agreement shall. 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.

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

The contract(s) will be finalized using the Agreement 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.

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

All contracts will include appropriate cancellation or termination clauses. Prior to exercising termination, Financial Services will be consulted.

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

The procurement document will contain the term of the agreement, optional extensions 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 8.3 – Authorization Level for Exemption from Competitive Process.

**6.17 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.

**6.18 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.

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

The department responsible 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 agreement document. For service contracts, all expense claims will be paid in compliance with the Broader Public Sector Expenses Directive.

## **7. Collaborative Procurement**

**7.1 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 by aggregating total spend with other organizations to generate savings/efficiencies that benefit the collective participants.

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

- ALCDSB may participate in collaborative procurement agreements where the buying group activities comply with the BPS Procurement Directive.
- ALCDSB may participate in an Ontario Education Collaborative Market (OECM) or similar collaborative buying group agreements in accordance with the approval authority as outlined in Section 2.2 Approval Authority and the related Schedule 2.2 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.
- The collaborative procurement competitive process is the responsibility of the buying group. The buying group will encourage participation from various organizations to ensure needs are met. 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. In some cases, a second stage process is necessary

- ALCDSB is responsible to administer the resulting collaborative procurement agreement in a manner consistent with this policy and the legislative requirements.
- Where a collaborative procurement process awards contracts to multiple vendors, ALCDSB Vendor of Record processes apply. Refer to Section 4.8 Second Stage Procurement Process for Vendors of Record (VOR).

## **8. Exemptions from Competitive Procurement**

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

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

### **8.1 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. Form A Waiver of Competitive process will be required for purchases that fall under 8.2 and 8.3 below

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

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

### 8.3 Authorization Level for Exemption from Competitive Process

- Authorization to acquire the goods or services applies as per Schedule 3.2 Approval Authority Level.
- 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 delegate) or Director of Education using Waiver of Competitive Process Form (Form A). This one-over approval is in accordance with the legislated requirement.
- 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.
- All purchases made under an exemption of the competitive process require the use of a purchase order.

### 8.4 Miscellaneous exemptions

The following list of those goods or services will also be considered exempt and will not require a purchase order, competitive process or Waiver of Competitive Process Form (Form A):

- 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 & Legal Services with education specific knowledge
- Property Rentals/Leases
- Municipal services such as Building permits/Property taxes
- Donations
- Restricted purchases related to advertising such as radio/TV ads or periodicals and magazine subscriptions
- Real Estate including land, buildings, leasehold interests, easements and encroachments
- Freight Charges
- Spiritual Services
- Presenters/Entertainers (ie. Student productions, board special events such as Faith day)
- License Fees (Vehicles, Elevators, Radios, etc.)
- Other government bodies or Crown corporations except for construction and/or maintenance projects
- Not for profit organizations

## 9. Freedom of Information

- 9.1 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 serious injury to the company.
- 9.2 A MFIPPA clause will form part of the contract or procurement document.

## 10. Procurement Records Retention (*BPS Procurement Directive, Mandatory Requirement #23*)

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

## 11. Conflict of Interest (*BPS Procurement Directive, Mandatory Requirement #24*)

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

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

- 11.3 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) before each evaluation.
- 11.4 Situations that may result in a conflict of interest include but not limited to the following:
- Engaging in outside employment;
  - 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;
  - Providing assistance or advice to a particular supplier participating in a competitive process;
  - Having an ownership, investment interest, or compensation arrangement with any entity participating in a competitive process;
  - Having access to confidential information; or
  - Accepting favours or gratuities from those doing business with the organization.
- 11.5 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.

## **12. Bid Dispute Resolution** (*BPS Procurement Directive, Mandatory Requirement #25*)

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

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

## **13. Insurance Requirements**

**13.1** 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 and/or different types 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.

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

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

**13.4** The Board will specify insurance requirements for each RFX issued.

## **14. Safety**

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

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

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

## 15. Surplus and/or Disposal of Furniture and Equipment

- 15.1** 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.
- 15.2** 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. Employees and their relatives shall not be able to purchase surplus items directly, except by successfully bidding at a public auction such as govdeals.ca.
- 15.3** 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:
- Surplus or obsolete items are identified, and a list is compiled using the Surplus Furniture Form (Form D). The form, pictures of the items, condition, and dimensions are required to be forwarded to the Procurement Officer via email.
  - Disposal of items as Scrap Furniture are identified the Scrap Furniture Form (Form C) which is forwarded to Procurement Officer. The disposal of such furniture is coordinated with Plant Operations as to the best method of disposal.
  - 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.
  - The Procurement Officer will email confirmation of who is the recipient is of the surplus furniture and assist in coordinating the pickup and/or delivery.
  - Items not claimed will remain in the school or departmental office location until such time as it is requested or deemed obsolete.
  - Central storage does not exist for items not claimed.
- 15.4** Receiving locations are responsible to:
- Ensure any space or electrical requirements can be met and if not, pay any associated costs; and
  - Pay any associated costs with moving the furniture and equipment that facility services may be unable to accommodate.
- 15.5** Any surplus or obsolete item will be disposed of in whichever process is most sustainable and 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; ex: Habitat for Humanity
  - Public auction on GovDeals
  - Trade-in value for upgrading;
  - Sale to scrap dealer;
  - Disposal to recycling program; or
  - Disposal to landfill site.



## 16. Environmental

- 16.1 ALCDSB supports environmentally sustainable products and services. Where feasible and cost effective, ALCDSB will give preference to environmentally sustainable products and services.

## 17. Accessibility for Ontarians with Disabilities Act

- 17.1 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).
- 17.2 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.
- 17.3 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.

## 18. Unauthorized Purchases

- 18.1 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](#) - Waiver of Competitive Process Form

[Form B](#) - Evaluation Team Conflict of Interest Declaration and Non-Disclosure Form

[Form C](#) - Scrap Furniture Form

[Form D](#) - Surplus Furniture Form

#### Associated Documents

Approved: September 2022

Approved: April 11, 2023