

GAP GENERAL ADMINISTRATIVE PROCEDURES

SECTION:	7000 FINANCE
GAP NUMBER:	GAP7000
SUBJECT:	Supply Chain Management
REFERENCE:	P-0004 Code of Ethics – All Staff P-7000 Supply Chain Management Broader Public Sector (BPS) Procurement Directive Building Ontario Business Initiative
EFFECTIVE:	February 19, 1992
REVISED/AMENDED:	November 12, 2012, February 21, 2023, November 12, 2024

“He who supplies seed to the sower and bread for food will supply and multiply your seed for sowing and increase the harvest of your righteousness.”
2 Corinthians 9:10

1 SUPPLY CHAIN MANAGEMENT PRINCIPLES

- 1.1 The Broader Public Sector (BPS) Procurement Directive outlines procurement responsibilities for all BPS entities, and ensures all goods and services are acquired through an open, fair, and transparent process.
- 1.2 The Ministry of Public and Business Service Delivery and Procurement and Supply Ontario encourage shared procurement initiatives and can provide access to Vendor of Record arrangements, which are available to all Public Sector Organizations.
- 1.3 The Dufferin-Peel Catholic District School Board (DPCDSB) will actively participate in cooperative purchasing ventures with other school boards and other units of Government or their agencies of public authorities, or utilize an existing vendor of record arrangement through Ministry of Public and Business Service Delivery and Procurement contracts, whenever the best interest of DPCDSB will be served.
- 1.4 Alternately, the DPCDSB will utilize an online platform for all public procurement opportunities and post all bids for an open, competitive process, unless a trade agreement exemption, exception or non-application applies in specific circumstances.
- 1.5 **Supply Chain Management principles:**
 1. To procure by purchase, rental or lease, the required quality and quantity of Goods and Services in an efficient and cost-effective manner.
 2. To encourage open competitive bidding on all acquisition and disposal of Goods and Services where practicable.
 3. To consider the total cost of ownership, in evaluating Bid submissions from responsive and responsible Vendors, rather than basing a decision solely on the lowest compliant Bid price and following BPS Procurement Directives.

4. To operate a centralized purchasing program for the purchase of all Goods and Services through the Supply Chain Management Department of Financial Services.
5. This General Administrative Procedure applies to any employee or elected official who is involved in the acquisition of Goods and/or Services on behalf of DPCDSB.
6. All Superintendents, Principals and Managers are responsible for ensuring their immediate staff are properly informed of and comply with the Supply Chain Management policy and associated General Administrative Procedures.
7. All Supply Chain Management activities will be carried out in accordance with all applicable DPCDSB policies and procedures and any other statutory acts or regulations.
8. Employees and elected officials shall not use their authority, influence or office for personal gain or to advance the interest of any particular party and shall seek to uphold and enhance the integrity of all DPCDSB business operations.
9. In accordance with the *Education Act*, no teacher, Supervisory Officer or other employee of DPCDSB may promote or sell Goods or Services for compensation to any board, provincial school or teachers' college, or pupil enrolled therein except as permitted by the said *Act*.

2 SEGREGATION OF DUTIES

- 2.1 Effective control in an organization includes segregation of duties across functions and individuals. Segregation of duties prevents any one person from controlling the entire procurement process by separating approvals for the key stages of the procurement process. Employees cannot independently procure Goods and Services without approval. DPCDSB shall separate at least three of the five functional roles (Requisitioning/Ordering, Approval, Purchase Order, Receiving and Payment) as follows:

Schedule 1: Segregation of Duties		
Function	Responsibility	Accountable Party
Requisitioning/Ordering	Authorize the procurement department to place an order	Individual requesting the product or service
Requisition Approval	Authorize that funding is available to cover the cost of the order	Budget holder or designate
Purchase Order	Authorize release of the order to the vendor under agreed terms	Supply Chain Management
Receiving	Authorize that the order was physically received, correct and complete	Individual receiving the Goods
Payment	Authorize release of payment to the vendor	Accounts Payable within Financial Services

3 APPROVAL AUTHORITY LIMITS

- 3.1 Any competitive procurement of goods or services (including consulting services) must be approved by the appropriate approval authority prior to commencement, based on the total estimated value of procurement (excluding taxes) as follows:
- \$0 - \$121,199.99: Superintendent or designate, CIO, Principal, Manager
 - \$121,200.00 or more: Director of Education or designate
- 3.2 These amounts are subject to change whenever they are increased under the Broader Public Sector (BPS) Procurement Directive in order to be consistent therewith, without the necessity of having to amend this General Administrative Procedure.

4 GENERAL AUTHORITY

- 4.1 The purchase of Goods and/or Services shall not be authorized unless:
- The required goods and/or services have been requisitioned following this General Administrative Procedure;
 - The form and content of all documents forming any part of the purchase contract including quotation, tender or proposal documents, a form of agreement, special provisions, terms and conditions, insurance, and surety bonds, have been reviewed by Supply Chain Management; and
 - The purchase has been approved by the appropriate levels of authority.
- 4.2 Where bids are received in response to a competitive bid process but exceed project estimates, the budget holder and Supply Chain Manager, jointly, may enter into negotiations with the lowest responsible and responsive proponent to achieve an acceptable bid within the project estimate. When the negotiation results in a contract price acceptable to both parties, no rebidding of the project is necessary, and the contract is awarded at the negotiated price.
- 4.3 If a tender/proposal has been awarded to the successful proponent and the successful proponent fails to enter into a contract, the Supply Chain Manager shall have the authority to proceed to the next highest-ranking proponent for the award of this contract providing there are no irregularities; requirements remain unchanged and project estimates are within budget.

5 PROCUREMENT THRESHOLDS AND PROCESS

- 5.1 The following acquisition process indicates the methodology to be applied by all staff within the outlined source selection techniques, taking into consideration the following dollar guidelines for total spend:

Schedule 2A: Goods and Non-Consulting Services – Non-School Based Departments ONLY		
Total Procurement Value (excl. taxes)	Procurement Method	Procurement Means
\$0 up to \$19,999.99	Verbal or catalogue price or written quote(s) at the discretion of the originator	P-Card (up to transaction limits), Purchase Order, or Payment Requisition
\$20,000.00 up to \$59,999.99	Invitational competitive procurement (minimum of three vendors invited to submit a bid) by an individual with budget authority or by Supply Chain Management. Must have prior discussion with Supply Chain Management.	Purchase Order
\$60,000.00 up to \$121,199.99	Invitational competitive procurement (minimum of three vendors invited to submit a bid) by Supply Chain Management	Purchase Order
\$121,200.00 or more	Open Competitive process (RFP, RFT) by Supply Chain Management	Purchase Order and Contract

- 5.2 The following acquisition process indicates the methodology to be applied by all schools:

Schedule 2B: Goods and Non-Consulting Services Schools ONLY		
Total Procurement Value (excl. taxes)	Procurement Method	Procurement Means
\$0 up to \$9,999.99	Verbal or catalogue price or written quote(s) at the discretion of the originator	Petty Cash (less than \$200), P-Card (up to transaction limits), Purchase Order, or Payment Requisition
\$10,000.00 up to \$24,999.99	Invitational competitive procurement (minimum of three vendors invited to submit a bid) by an individual with budget authority or by Supply Chain Management. Must have prior discussion with Supply Chain Management.	Purchase Order
\$25,000 to \$121,199.99	Invitational competitive procurement (minimum of three vendors invited to submit a bid) by Supply Chain Management	Purchase Order
\$121,200.00 or more	Open Competitive process (RFP, RFT) by Supply Chain Management	Purchase Order and Contract

- 5.3 The following acquisition process applies to all consulting services for all schools and non-school-based departments:

Schedule 2C: Consulting Services		
Total Procurement Value (excl. taxes)	Procurement Method	Procurement Means
\$0 up to \$121,999.99	Invitational competitive procurement (minimum of three vendors invited to submit a bid) by Supply Chain Management	Purchase Order and Contract
\$121,200.00 or more	Open Competitive process (RFP, RFT) by Supply Chain Management	Purchase Order and Contract

- 5.4 The Supply Chain Manager, in consultation with the initiating Superintendent, Principal or Manager, shall consider the following criteria in determining the procurement method to be followed in the procurement of all applicable Goods and Services:
1. Where the required goods or services can be specified, the Request for Tender or Quote process shall apply. Award is given to the bidder who submits the lowest compliant bid.
 2. Where only the need can be specified rather than the specific product or service to fill the need, the Request for Proposal process shall apply. The Request for Proposal process may include the process of pre-qualification. Award is given to the bidder whose bid is compliant and who scores the highest points based on the weighted scoring criteria communicated.
 3. Where professional or consulting services are requested, the appropriate procurement method as indicated above, shall apply.

5.5 Informal Process (\$0 - \$19,999.99)

- 5.5.1 For any requirement having an estimated value under \$19,999.99 (excluding taxes), competition need not be solicited and can be handled by the originating school, department, or supply chain. Prices may be obtained verbally from a vendor, which has proven, in a competitive situation, to offer the most favourable price consistent with reliability, delivery and service requirement. The originating department shall make the purchase using P-Card (up to transaction limits) or purchase order or payment requisition with the required signatures of approval. Schools may also use petty cash for transactions less than \$200.00.
- 5.5.2 Sound judgment shall be exercised by the individual when determining if quotations should be obtained, regardless of this value range. Where the unit cost of an item is less than \$20,000, but the quantity required exceeds a total value of \$20,000, three (3) quotes are required as per the above thresholds.

i.e.: one utility table = \$3,000 = no quotation
 ten utility tables = \$30,000 = three quotes required

5.5.3 A division of requirements into multiple procurements to reduce the estimated value of a single purchase and avoid the application of the above thresholds is not permitted.

5.5.4 ***Schools only: the informal process threshold is \$0 up to \$9,999.99.***

5.6 Request For Quotation (RFQ) Process (\$20,000.00 - \$59,999.99)

5.6.1 The procurement of Goods and/or non-Consulting Services with an estimated value greater than or equal to \$20,000.00 (excluding taxes) and up to \$59,999.99 (excluding taxes) shall be obtained using a competitive procurement, to offer the most favourable price consistent with reliability, delivery and service requirement. This process may be initiated and completed by an individual with budget authority or Supply Chain Management. At least three (3) vendors known to provide the required goods and/or non-consulting services shall be invited to submit a bid. Individuals with budget authority must complete and submit a Request for Quotation form to Supply Chain Management for review and approval, prior to executing a purchase.

5.6.2 Individuals with budget authority must reach out Supply Chain Management prior to inviting vendors to submit bids to discuss the plan for quotations. Failure to engage Supply Chain Management early in the process may delay the acquisition process.

5.6.3 All quotations received and rationale for selected procurement files must be provided to Supply Chain Management, prior to executing a purchase and kept on file in accordance with the DPCDSB's Records Retention Schedule.

5.6.4 ***Schools only: the formal process threshold is \$10,000.00 up to \$24,999.99.***

5.7 Request For Quotation (RFQ) Process (\$60,000.00 - \$121,199.99)

5.7.1 The procurement of Goods and/or non-Consulting Services with an estimated value greater than or equal to \$60,000 (excluding taxes) and up to \$121,199.99 (excluding taxes) shall be obtained using a competitive procurement, to offer the most favourable price consistent with reliability, delivery and service requirement. This process must be initiated and completed utilizing Supply Chain Management. At least three (3) vendors known to provide the required Goods and/or non-Consulting Services shall be invited to submit a bid. Supply Chain Management shall prepare a summary for the initiating department, accompanied by the quotations received indicating the selected vendor for purchase order issuance or other appropriate action.

5.7.2 The same competitive procurement described immediately above applies to Consulting Services with an estimated value from \$0 up to \$121,199.99 (excluding taxes).

5.7.3 All quotations received and rationale for selected procurement files must be provided to Supply Chain Management, prior to executing a purchase and kept on file in accordance with the DPCDSB's Records Retention Schedule.

5.7.4 ***Schools only: the formal process threshold is \$25,000.00 up to \$121,199.99.***

5.8 **Open Competitive Process: Request For Tender (\$121,200.00 And Up)**

- 5.8.1 Request for Tenders (RFT) involves the solicitation of Goods, Services, and/or construction with specific delivery requirements and performance specifications and may require/include vendor pre-qualification. All bids will be received on or before the specified closing date and time. All bids will be evaluated and approved in consultation with Supply Chain Management and the requisitioning budget holder or designate.
- 5.8.2 In the case of Goods and Services where it is estimated by the Supply Chain Manager that such goods or services will cost more than \$121,200.00 over the duration of the contract, the Supply Chain Department will utilize an online procurement platform.
- 5.8.3 Where market conditions are such that price protection cannot be obtained for Goods and Services, the Supply Chain Manager shall obtain competitive prices for short-term commitments until such time as reasonable price protection and fair marketing pricing is restored.

5.9 **Open Competitive Process: Request For Proposal (\$121,200.00 And Up)**

- 5.9.1 Request for Proposals (RFP) are used when:
- only the need can be specified rather than the specific Good or Service to fill the need;
 - it is not practical to prepare precise specifications which permit bids of readily comparable Goods or Services.
- 5.9.2 The acquisition regulations governing the use of RFPs are similar to the tender process outlined earlier in this document. However, it is recognized that there is more lead time and effort involved in an RFP process than there is for a Tender.
- 5.9.3 Where it has been determined by the Supply Chain Manager, in consultation with the initiating Superintendent, Principal or Manager, that the RFP acquisition method is adopted, and where it is estimated that Goods and Services will cost more than \$121,200.00, the Supply Chain Manager, in consultation with the initiating Superintendent, Principal, or Manager, may determine whether to;
- issue an RFP and establish an Evaluation Team for the purpose of Proposal review; or
 - Advertise a “Request for Information” in publications of general circulation/online platforms and establish an Evaluation Team for review purposes. Once this process has been completed, a Tender/Proposal may be issued to vendors and the Evaluation Team would reconvene to review the Bids and determine the award. DPCDSB is under no obligation to award a contract based on informational gathering activities, such as a Request for Information (RFI). For further information refer to section 5.13.
- 5.9.4 Any of the above threshold amounts which are prescribed under the Broader Public Sector (BPS) Procurement Directive are subject to change whenever they are increased under the said Directive in order to be consistent therewith, without the necessity of having to amend this General Administrative Procedure.

5.10 Emergency Purchasing

5.10.1 Emergency Purchasing shall apply when a Superintendent verifies that the procurement of Goods and/or Services is necessary to prevent, or correct, dangerous or potentially dangerous safety conditions, serious delays, or further damage, or to restore minimum service, the following procedure shall apply:

1. The Superintendent will ensure that the Goods and Services are procured by the most open market procedure practicable under the circumstances.
2. Documentation explaining the nature of the situation and the actions taken will be forwarded to the Supply Chain Management Department and a copy sent by the originator to the appropriate Director or designate.

5.11 Sole and Single Source Procurement/Limited Tendering

5.11.1 DPCDSB engages in competitive procurement where practical, advantageous and required under legislative requirements. However, in certain unique circumstances and as governed by the applicable trade obligations, approval for limited tendering exceptions may be sought. Limited tendering is a non-competitive procurement process, where only one vendor exists or is engaged by the procuring department (i.e. single sourcing or sole sourcing). This process cannot be used for the purpose of avoiding competition and/or discrimination against other parties.

5.11.2 The following enumerated items under Single Sourcing and Sole Sourcing are not intended to be all inclusive. DPCDSB may rely on any exemption, exception or non-application under any applicable trade agreement to justify a non-competitive procurement.

5.11.3 **Single Sourcing:** Allowable exceptions for competitive procurements include:

- a) Where an unforeseen situation of urgency exists and the Goods, Services or construction cannot be obtained by means of open procurement procedures. Where a non-competitive procurement is required due to an urgent situation, DPCDSB may conduct the procurement prior to obtaining the appropriate approvals provided that the urgency has been justified in writing (see Emergency Purchasing).
- b) 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.
- c) 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.
- d) Where construction materials are to be purchased and it can be demonstrated that transportation costs or technical considerations imposed geographic limits on the availability of the 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.

- e) Where an open competitive process could interfere with the organization's ability to maintain security or order or to protect human, animal or plant life or health.
- f) Where there is an absence of any bid in response to an open competitive process that has been conducted in compliance with this General Administrative Procedure.
- g) Where only one supplier can meet the requirements of procurement in the circumstances (Sole Sourcing).

5.11.4 **Sole Sourcing:** In accordance with the Canadian Free Trade Agreement (CFTA), in the situation where only one supplier is able to meet the requirements of a procurement and is defined by the criteria listed below, DPCDSB may use the Sole Source method:

- a) To ensure compatibility with an existing product, to recognize exclusive rights, such as exclusive licenses, copyrights and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative.
- b) 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.
- c) For the procurement of Goods or Services, the supply of which is controlled by a supplier that is a statutory monopoly.
- d) For the purchase of Goods on a commodity market.
- e) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor or its authorized workforce.
- f) For works 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.
- g) For a contract to be awarded to the winner of a design contest.
- h) 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.
- i) For the purchase of Goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases.
- j) For the procurement of original works of art.
- k) For the procurement of subscriptions to newspapers, magazines or other periodicals.
- l) For the procurement of real property.

- 5.11.5 GF 255 – Limited Tendering must be completed before committing to a vendor to support and justify the decisions above. This documentation must be completed and approved by the appropriate authorities within DPCDSB and may be used as supporting documentation in the case of a formal inquiry.

5.12 **Direct Negotiated Process**

- 5.12.1 Purchase by negotiation shall apply when exemption, exception, or non-application clauses exist with applicable trade agreements. In the judgment of the Supply Chain Manager, in consultation with the initiating Superintendent, Principal or Manager, purchase by negotiation may take place if any of the following conditions exist:

1. Due to market conditions, Goods are in short supply.
2. There is only one known source of the Goods or Services.
3. Two or more identical low bids have been received.
4. The lowest bid received substantially exceeds the estimated cost of the Goods.
5. All bids received fail to comply with the specifications, Tender terms and conditions, and it is impractical to recall Tenders
6. The extension or revision of an existing contract would prove more cost effective or beneficial. Same must be duly authorized by a "Change Order" and documentation sent to Supply Chain Management.
7. A single source or sole source is being recommended in the absence of competition or substantial duplication of costs for DPCDSB.
8. Purchase of an item where compatibility with an existing product, service or program is an overriding consideration.
9. When only one Bid is received through the tendering system.

- 5.12.2 GF 255 – Limited Tendering must be completed before committing to a vendor to support and justify the decisions above. This documentation must be completed and approved by the appropriate authorities within DPCDSB and may be used as supporting documentation in the case of a formal inquiry.

5.13 **Request For Information (RFI) OR Request for Expression of Interest (RFEI)**

- 5.13.1 The purpose of an RFI or RFEI is to gather information on supplier interest in an opportunity or information on supplier capabilities/qualifications. This mechanism should be used by DPCDSB when wishing to gain a better understanding of the capacity of the supplier community to provide the Services or solutions needed. Information collected can also facilitate selecting the best possible competition method for a follow-up competition.

- 5.13.2 A response to an RFI or a RFEI MUST not pre-qualify a potential supplier and MUST not influence a supplier's chance of being the successful Proponent on any subsequent opportunity.

5.14 Request For Suppliers Qualifications (RFSQ)

- 5.14.1 The purpose of an RFSQ is to gather information on supplier capabilities and qualifications, with the intention of creating a list of pre-qualified suppliers. This mechanism may be used either to identify qualified candidates in advance of expected future competitions or to narrow the field for an immediate need. The purpose of this process is to reduce subsequent effort devoted to the competitive process (i.e. Bid preparation on the part of suppliers and evaluation on the part of DPCDSB).
- 5.14.2 An RFSQ can be used to understand which potential proponents have the capabilities that DPCDSB requires, as the first stage in a two-stage solicitation (followed by either a Request for Proposal or a Request for Tender), whereby only pre-qualified suppliers will be invited to respond to the actual competition. This can make the number of responses and the evaluation process more manageable for DPCDSB evaluators, while allowing unqualified proponents to avoid the effort and expense of preparing a complete competitive response. An RFSQ can also be used to pre-qualify suppliers who are interested in supplying Goods or Services in the future, if, and when requested. The typical result of this procedure is referred to as a Vendor of Record (VOR) or a preferred suppliers list.
- 5.14.3 An RFSQ document should specifically define the type of Goods or Services included as part of the process and set upper limits to the value of future awards. Further, the document should also clearly indicate the time duration the list is to be valid, the methods by which suppliers can be placed on the list and what specific intervals opportunities for being qualified will arise. The document should also indicate that suppliers who do not participate in the pre-qualification or do not appear on the list may be excluded from opportunities. The RFSQ must contain specific language to disclaim any obligation on the part of DPCDSB to actually call on any supplier as a result of the pre-qualification to supply such Goods or Services.

6 ADVERTISING OF BIDS

- 6.1 Advertising of Bids shall be conducted through the Supply Chain Management Department utilizing an online procurement platform. Bids must be advertised for a minimum of fifteen (15) calendar days for procurements valued at \$121,200.00 or more. Procurements of high complexity, impact on multiple departments or stakeholders, high risk and/or large dollar value, must be advertised for a longer period of time. The Superintendent of Financial Services has the final approval as required. Any addenda must be issued at least seven (7) calendar days PRIOR to the closing date of the Bid. Questions and addenda are posted in the same manner as the competitive documents when advertised to the market and therefore shall be made available to all potential proponents. DPCDSB must ensure that the closing date of the Bid is set on a normal working day (Monday to Friday, excluding provincial and national holidays). Submissions that are delivered after the closing time will not be considered.

7 EVALUATION OF BIDS

- 7.1 All information regarding timelines of bids, bid receipts, evaluation criteria, evaluation methodology and process, selection process, tie score process, fixed evaluation criteria, evaluation matrix, mandatory criteria (should be kept to a minimum), conflict of interests, and dispute resolution process are contained within the terms and conditions of the individual Bid and Bid specifications. Evaluation methods and processes to be used in assessing the bidder's submission must be fully disclosed. Competitive procurement documents that do not meet mandatory criteria will be disqualified. DPCDSB shall not discriminate or exercise preferential treatment in awarding a contract.
- 7.2 Unless permitted by a specific exception within this General Administrative Procedure, whenever a competitive process is used to acquire Goods and Services, DPCDSB must then select only the highest ranked submission or low-qualified bid that meets all mandatory requirements set out in the related procurement documents. Alternative strategies or solutions NOT requested in the original procurement documents will not be accepted unless expressly requested in the original procurement documents.
- DPCDSB is entitled to ask bidders for clarification on their Bid as long as it does not change their Bid in any way.
 - Where Bids are received in response to a solicitation but exceed DPCDSB's budget, are not responsive to the requirement or do not represent fair market value, a revised solicitation can be issued in an effort to obtain an acceptable Bid.
 - If no Bids are acceptable and it is not reasonable to go through any other procurement method, DPCDSB may choose to negotiate directly with a chosen supplier.
 - Should tie Bids be received on any item with other things being equal, DPCDSB will take into consideration the nature of the service given by any or all of the bidders concerned in any previous dealings that they may have had with DPCDSB. DPCDSB will not permit subdivision of orders specifically for tie Bids.
- 7.3 Evaluation records of procurement process must be fair, factual, and fully defensible.
- 7.4 Bids will be evaluated according to all relevant criteria contained in each particular Bid. DPCDSB intends to evaluate Bids based on price, product quality, past performance, delivery and payment terms or any combination or additions thereof, at its sole discretion. DPCDSB reserves the right to evaluate pricing offered based on the combined total cost of the items tendered or separately.
- 7.5 Evaluation of Bids include:
- Bid is appropriate and received on time
 - Bid meets all mandatory requirements (compliant vs. non-compliant)
 - Optional/desirable requirements
 - Schedule compliance
 - Skills/experience and capability
 - Price/quality/value analysis
 - Weights, sub-weights for rated requirements
 - Reference checks, oral interviews, demonstrations
 - any and all other criteria as listed within the Bid

8 SELECTION PROCESS

8.1 DPCDSB will select Bids based on criteria contained within the Bid but shall not discriminate:

- Between the Goods or Services of a particular province or region, including those goods and services included in construction contracts, and those of any other province or region; or
- Between the suppliers of such Goods or Services of a particular province or region and those of other provinces or regions.

8.2 Except as otherwise provided, measures that are inconsistent with the above include the following:

- The imposition of conditions on the invitation to compete, registration requirements or qualification procedures that are based on the location of a supplier's place of business in Canada, the place in Canada where the Goods are produced or the Services are provided, or other like criteria.
- The biasing of technical specifications in favor of, or against, particular Goods or Services, including those Goods or Services included in construction contracts, or in favor of, or against, the suppliers of such Goods or Services for the purpose of avoiding the obligations of DPCDSB.
- The timing of events in the competitive process so as to prevent suppliers from submitting Bids.
- The specification of quantities and delivery schedules of a scale and frequency that may reasonably be judged as deliberately designed to prevent suppliers from meeting the requirements of the procurement.
- The division of required quantities or the diversion of budgetary funds to subsidiary agencies in a manner designed to avoid these obligations.
- The use of price discounts or preferential margins to favor particular suppliers.

8.3 DPCDSB 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 favor.

- The Goods and Services of a particular province or region, including those Goods and Services included in construction contracts; or
- The suppliers of a particular province or region of such Goods or Services.

8.4 Except as otherwise required to comply with international obligations, DPCDSB may accord a preference for Canadian value-added, subject to the following conditions:

- The preference for Canadian value-added must be no greater than ten percent (10%).
- The organization shall specify in the call for competition the level of preference to be used in the evaluation of the Bid.
- All qualified suppliers must be informed through the call for completion of the existence of the preference and the rules applicable to determine the Canadian value-added.

8.5 Except as otherwise required to comply with international obligations, DPCDSB may limit its competition to Canadian goods, Canadian services or Canadian suppliers, subject to the following conditions:

- DPCDSB must be satisfied that there is sufficient competition among Canadian suppliers.
- All qualified suppliers must be informed through the call for competition of the existence of the preference and the rules applicable to determine Canadian content.

- The requirement for Canadian content must be no greater than necessary to qualify the procured Goods or Services as a Canadian Good or Service.

8.6 Notwithstanding anything elsewhere herein set out, in accordance with the Building Ontario Businesses Initiative Act (BOBIA), 2022, DPCDSB may give preference to Ontario businesses, in accordance with the regulations thereto, when conducting a procurement process for prescribed Goods and Services the value of which are under the prescribed threshold amount, if it is in the best interests of DPCDSB to do so.

9 EVALUATION CRITERIA

9.1 Evaluation criteria should be developed, reviewed and approved by an appropriate authority BEFORE the competitive process begins and contained within the Bid documents. Competitive procurement documents must clearly outline rated or other criteria used to evaluate submissions, including the weight of each criterion. Maximum justifiable weighting must be allocated to the price/cost component of the evaluation criteria.

9.2 The evaluation criteria cannot be changed or altered once the competitive process begins, except when an addendum is sent to all suppliers prior to bid closing.

9.3 Evaluation Team

9.3.1 Every competitive process requires an evaluation team that will be responsible for evaluating all compliant bids. Evaluation team members should be selected, and participation confirmed before the competitive documents have been posted. The following individuals constitute the minimum composition of the Evaluation Team for procurement over \$121,200.00:

- a) Supply Chain Manager or designate
- b) Buyer
- c) Initiating Superintendent; Principal or Department Manager

9.3.2 DPCDSB evaluation team members will have been included in the development of the evaluation criteria and general requirements. Each evaluation team member must complete an evaluation matrix rating. Each submission and records of evaluation scores must be retained on file. Evaluation team members will be made aware of the restrictions related to confidential information shared through the competitive process and refrain from engaging in activities that may create or appear to create a Conflict of Interest. DPCDSB will require all team members to sign a Conflict-of-Interest Declaration and Non-Disclosure Agreement. DPCDSB will require suppliers to sign a Conflict-of-Interest Declaration with each Bid submitted. DPCDSB must consider any Conflict of Interest during procurement activities applicable to all employees, advisors, external consultants or suppliers.

9.3.3 Consultants hired by DPCDSB must be aware of the conflict of interest created when a consulting organization is involved in the development of the competitive documents and also has the ability to fulfill the procurement needs being contemplated in those competitive documents. DPCDSB must be very clear and insist on documented agreements that any consultants involved in developing the competitive documents CANNOT be involved in the creation of the response to those competitive documents.

- 9.3.4 Employees and Advisors that are used by DPCDSB, must also declare a Conflict of Interest and a Conflict of Interest Declaration Form must be signed. The employee or advisor is ultimately responsible and accountable for using good judgment in the exercise of DPCDSB's duties. Where a conflict of interest arises, it must be evaluated, and appropriate mitigating action must be taken.
- 9.3.5 Situations that might result in a Conflict of Interest may include but are not limited to:
- engage 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 a family member with an ownership, investment interest or compensation arrangement with any entity participating in a competitive process
 - having access to confidential information
 - accepting favors or gratuities from those doing business with the organization.

10 CONTRACT AWARDS

- 10.1 Upon request of DPCDSB, a bidder whose Tender is under consideration for the award of a contract shall promptly submit satisfactory evidence of financial resources, experience of the organization and its staff, and equipment available for the performance of the contract. In addition, a technical question and answer interview may be conducted, if deemed necessary to clarify or verify the Bidder's Tender and to develop a comprehensive assessment of the Tender.
- 10.2 The award of any bid or any part thereof will be made in the same manner as the procurement documents were posted and may be subject to the successful bidder entering into a contract that is satisfactory to DPCDSB. It is expressly understood and agreed that upon the acceptance of the Bid by DPCDSB, the said Bid shall, with the said conditions, specifications and form of Bid constitute a valid and binding contract. DPCDSB must obtain the supplier's signatures before obtaining the designated DPCDSB's signature. The contract must be finalized using the form of agreement/contract that was released with the procurement document. If it appears to DPCDSB that the Tender will be adversely affected because timely signing of a contract acceptable to DPCDSB will not take place, DPCDSB reserves the right to award the contract to the next ranked qualified bidder. Appropriate terminology regarding cancellation/termination clauses, vendor debriefing notification and protocol, dispute resolution process and arbitration are contained within Bid specifications and terms and conditions.
- 10.3 A Purchase Order will be issued upon formal award.
- 10.4 Unsuccessful bidders will be provided with the name of the successful bidder(s), start and end dates including any options for extension. Any information provided must comply with MFIPPA. Awards will be posted in the same manner as the procurement documents were posted with all relevant information applicable to the bid.

10.5 Contract Types:

- a) **Fixed price:** A fixed price contract is a contract that has a set fee for a specific scope of work to be completed, which can include the completion of a specific deliverable or deliverables. When deciding to use a fixed price contract, the organization must consider the level of scope that has been developed. The more well defined the scope and the requirements, the lower the risk of using a fixed price contract for DPCDSB. Using a fixed price contract with a scope that is not well defined contains risk for DPCDSB because items may be deemed out of scope and thus results in costly change orders. If using a fixed price contract for a specific deliverable or deliverables, DPCDSB must understand the desired outcome of the work being completed. One advantage of a fixed price contract is that the cost of the procurement is known in advance.
- b) **Time and material:** A time and materials contract identified work to be paid based on units of time spent on the procurement. These time units are typically in the form of daily or hourly rates for the amount of time and materials used by the resources assigned by the supplier. If DPCDSB does not have a well-defined scope of work, a time and materials contract may be the only option. DPCDSB must monitor the hours spent during a time and materials contract to ensure that the procurement does not exceed the budget.
- c) **Cost reimbursable:** A cost reimbursable contract is a contract where DPCDSB agrees to reimburse all of the costs incurred by a supplier in the completion of the work identified. Typically, DPCDSB will pay an additional fee on top of those costs to represent the supplier's profit. This additional fee can be calculated as a percentage of the costs incurred or as a flat fee on top of the costs incurred.

10.6 A combination of the contract types above can also be used, depending on the requirements being contemplated.

10.7 For services DPCDSB has to establish clear terms of reference for the bid term. The terms should include objectives, background, scope, constraints, staff responsibilities, tangible deliverables, timing, progress reporting, approval requirements, and knowledge transfer requirements. Expense claims and reimbursements have to comply with the BPS Expense Directive and DPCDSB has to ensure that expenses are claimed and reimbursed only where the contract explicitly provides for reimbursement of expenses.

10.8 Payment must be made in accordance with the provisions of all contracts. All invoices must contain detailed information sufficient to warrant payment. Overpayments must be recovered in a timely fashion. Assignments must be properly documented. Expenses that are claimed and reimbursed are to be explicit and contained within the contract.

10.9 The term of the contract agreement and any options to extend must be set out in the procurement documents (Bid documents). Changes to the term of the contract may change the procurement value. Prior written approval by the appropriate approval authority is necessary before changing contract start and end dates. Extensions to the contract beyond what is set out in the procurement document are considered non-competitive procurements and DPCDSB must seek appropriate approval authority prior to proceeding.

11 PROPONENT DEBRIEFING

- 11.1 For procurements valued at \$121,200.00 or more, the Board will allow unsuccessful suppliers sixty (60) calendar days following the date of the contract award notification to request a debriefing, by contacting the Supply Chain Management department. The debriefing will provide the unsuccessful proponent with a critical review of its' bid highlighting the strengths and weaknesses.

12 BID PROTEST/DISPUTE RESOLUTION

- 12.1 Although procurement documents must outline any bid dispute resolution processes and comply with applicable trade agreements, should an unsuccessful proponent choose to dispute the outcome of a competitive procurement, the following general process will apply:
- a) The unsuccessful proponent must first avail themselves of a debriefing.
 - b) If after attending a debriefing, the proponent still has concerns about the outcome of a competitive procurement, the proponent must submit their concerns in writing to the Supply Chain Manager. This request should provide a detailed statement of the legal and factual grounds for the protest, including copies of the relevant documents and the form of relief requested.
 - c) The Supply Chain Manager shall investigate the nature of the complaint by reviewing the information with the appropriate Board staff and the proponent to determine the grounds and alternatives for a resolution.
 - d) If resolution cannot be met, the proponent may direct the complaint to the Superintendent of Financial Services. The Superintendent of Financial Services shall review the facts of the dispute and shall make the final decision as to the action required which may include taking the matter to the Director of Education or designate and/or Legal Counsel.
- 12.2 DPCDSB must not disclose information concerning other suppliers other than as specified above, as it may contain confidential third-party organization proprietary information subject to the mandatory third-party exemption under the MFIPPA. If a supplier makes such a request, DPCDSB must advise the supplier that a formal FOI request be submitted.
- 12.3 Questions unrelated to the procurement process must not be responded to during the debriefing and must be noted as out of scope based on the debriefing process agreed to in the procurement documents.

13 VENDOR PERFORMANCE EVALUATION

- 13.1 Vendor performance must be managed and documented, and any performance issues must be addressed in a timely manner. A vendor performance evaluation form (GF304 – Vendor Performance Evaluation) shall be completed by the appropriate user group to document performance concerns.
- 13.2 The information collected in an evaluation will:
- Provide feedback to vendors for performance improvements and/or acknowledge satisfactory or unsatisfactory performance,

- Determine a vendor's eligibility or ineligibility to bid on future contracts with DPCDSB, and
- Provide justification for the award or non-award of contracts.

13.3 When Supply Chain Management is notified of performance concerns, an investigation may commence. An investigation will require meetings with appropriate department(s) involved and potential meetings with the vendor to discuss the concerns. Steps to remediate deficiencies or concerns will be documented. If a vendor fails to improve or act on concerns that were raised and documented in the meeting minutes, Supply Chain Management may issue a letter of warning to communicate to the vendor that their performance is not meeting DPCDSB standards.

13.4 Following the issuance of a letter, and upon continued review and monitoring, if performance has not been remedied to the expected standards, the contract may be terminated according to language in the terms and conditions of the contract. Failure to fulfil contractual terms and conditions may also lead to the vendor being ineligible to participate in future DPCDSB bids.

14 VENDOR SUSPENSION AND/OR REMOVAL FROM PRE-QUALIFIED OR VENDOR OR RECORD

14.1 DPCDSB's vendor suspension process has two (2) goals:

- to protect the Board from risks associated with awarding contracts to vendors that have demonstrated an inability or unwillingness to fulfill or execute contractual requirements; and
- to protect the interests of the Board and the integrity of the procurement process.

14.2 A suspension operates to prohibit vendors who have displayed improper conduct from participating in a competitive bid process or contract. DPCDSB may, as the circumstances warrant, suspend a vendor from participating in any competitive bid process.

14.3 Any suspension must be approved by the Manager of the department responsible and by the Superintendent of Financial Services and must be supported by a written business case. A suspension decision should be communicated in writing to the vendor in question and should include full details as to the reason for the suspension and the length of the suspension.

15 CLAIMS OR POSSIBLE CLAIMS

15.1 DPCDSB will prevent a vendor from bidding if the vendor has made a formal demand or otherwise put DPCDSB on notice of a pending action or is involved in any actual litigation proceedings (excepting only construction lien demands, notices or proceedings) by or against or otherwise involving DPCDSB. This includes a bid protest/dispute resolution, as described in section 12.

16 COOPERATIVE PURCHASING

16.1 Under the direction of the Director of Education, or designate, DPCDSB shall actively engage in cooperative purchasing ventures with other school boards and other units of government or their agencies of public authorities to obtain maximum value for money through economies of scale and/or shared services. This may include utilizing an onboarding clause to existing Ministry or government services contracts and/or other cooperative group contracts, to the extent permitted by law. DPCDSB reserves the right to exercise any of the above, whenever the best interest of DPCDSB will be served.

17 ENVIRONMENTAL/SUSTAINABLE PROCUREMENT

- 17.1 Every effort shall be made to competitively procure, whenever possible, environmentally appropriate and ecologically sound products while giving vendors fair and equitable access to school board business in accordance with [P-0010 Stewardship and Sustainable Practices](#).
- 17.2 DPCDSB needs to consider environmentally responsible and sustainable Goods and Services as part of the purchasing decisions. The objectives of environmental sourcing are to:
- Provide an environmental role model for public procurement by making it a priority to use environmentally responsible Goods and Services, where feasible and cost effective;
 - Support a healthier working environment for employees and for citizens in general through the purchase of environmental preferable Goods and Services;
 - Increase demands for environmentally responsible Goods and Services, which may ultimately enhance their quality and cost competitiveness;
 - Increase the conservation of resources through the use of more reusable products, and/or Goods and Services that require less energy and materials to produce or use.

18 DISPOSAL PROCEDURES

- 18.1 The following shall apply for disposal of surplus goods and equipment:
1. Any property belonging to DPCDSB and declared surplus to its particular use by the respective Superintendent, Principal or Manager shall be disposed of under the direction of Supply Chain Management by means of public auction, tender or quotation or released to a charitable organization and documented accordingly.
 2. The Supply Chain Manager shall have the authority to sell, exchange, or trade in all goods declared surplus to need, and where it is cost effective and in the best interests of DPCDSB to do so. All financial proceeds from the sale of goods become proceeds of DPCDSB and not the individual school or department.
 3. If it is determined that a higher return of net disposal costs can be achieved by sale of surplus Goods to the original vendor or vendors in that line of business, the Supply Chain Manager shall negotiate selling such Goods at the highest return.
 4. Where it is deemed appropriate by the Supply Chain Manager and/or the respective Superintendent, Principal or Manager, a reserve price may be established and, in the case of disposal by Tender, published and disclosed; and in the case of auction or quotation, shall be used as an internal estimate and not disclosed.
 5. Where items have been declared surplus and are determined by the Supply Chain Manager to have little or no value, the Supply Chain Manager, in consultation with the respective Superintendent, Principal or Manager, shall have such item scrapped or donated to a charitable organization by the Supply Chain Management Department and documented accordingly. Items declared surplus cannot be donated/given to employees as personal property.

19 PROHIBITIONS REGARDING PURCHASES

- 19.1 No contract or purchase shall be divided with the intention of avoiding the requirements of these procedures, and the annual or total project requirement shall be considered.
- 19.2 Petty cash and/or procurement cards must not be used to purchase any Goods and Services under contract.
- 19.3 No employee or elected official shall purchase or offer to purchase, on behalf of DPCDSB, any Goods or Services, except in accordance with these procedures. Any purchases made outside of these procedures may be deemed a personal commitment.
- 19.4 No personal purchases shall be made by DPCDSB for elected members, or any appointed member of DPCDSB, or for any DPCDSB employees, who are not deemed to be at Arm's Length.
- 19.5 No member of the Board of Trustees and no officer or employee of DPCDSB, shall become interested, directly or indirectly as a contracting party, or partner, in the work, the supplies or business in connection with a contract, or in any portion thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.
- 19.6 No employee or elected official shall bid on the sale of Goods except those Goods disposed of by public auction.
- No employee of DPCDSB who is assigned to work at an auction may bid on any DPCDSB assets being offered for sale at the auction.
 - No employee of DPCDSB having the responsibility for identifying items as surplus may bid on such items at the auction sale.

20 EXCEPTIONS

- 20.1 The following items are not subject to the Supply Chain Management Policy and this General Administrative Procedure:
1. Licenses (vehicles, elevators, radios, etc.);
 2. Charges to or from other government bodies or Crown Corporations except for construction and/or maintenance projects;
 3. Real Estate including land, buildings, leasehold interests, easements, encroachments and licenses;
 4. Certain professional services, refer to the CFTA and CETA as applicable;
 5. Freight charges;
 6. Legal Fees and other professional services related to litigation or legal matters;
 7. Charges to or from government legislated controlled agencies (i.e. – Technical Standards & Safety Association, Electrical Safety Authority, Liquor Control Board);
 8. Entertainers (i.e. – for Theatre, Special Events);
 9. Conferences, Courses, Seminars, Conventions, Memberships, Periodicals, Magazines Subscriptions;
 10. Reimbursable Employee Expenses, Meal Allowances, Travel Expenses;
 11. Miscellaneous – non-travel, Hotel Accommodation, Mileage;
 12. Postage, Water, and Sewage Charges;
 13. Insurance;
 14. Natural Gas and Hydro; and
 15. Spiritual Services.

21 MISCELLANEOUS

21.1 Discounts

- 21.1.1 In arriving at a price, discounts based on the payment terms will be considered part of the vendor's Bid.

21.2 Procurement Documentation and Records Retention

- 21.2.1 All documentation shall be retained within the Supply Chain Management Department. All procurement documentation, as well as any other pertinent information must align with [GAP5011](#) *Classification and Records Retention Schedule*.

21.3 Special Funding/Bulk Purchase

- 21.3.1 When special or additional funding (from any and all sources) for approved projects or programs has been allocated and the respective Superintendent, Principal or Manager is ready to initiate the procurement process, the Supply Chain Manager shall be consulted prior to any request for purchases, pricing or demonstrations.

21.4 Change Orders/Retrofits Only

- 21.4.1 Extensions or changes to existing construction/service contracts shall be authorized in the following manner:

- The originator of the contemplated change shall obtain a price from the contractor/supplier for the change under consideration.
- When the originator is satisfied that the price for the contemplated change fairly represents the value of the work, the originator shall prepare and issue a "Change Order" to the original contract, subject to the following limitations;
 - For Change Orders of \$15,000 (within budget) or less, approval must be obtained from the Superintendent or designate.
 - For Change Orders in excess of \$15,000, (or excess of Budget) approval must be obtained from the appropriate Associate Director or designate.
- Copies of all Change Orders shall be distributed to the Accounting Department and to the Supply Chain Management Department.

21.5 Auctions

- 21.5.1 When deemed cost effective to DPCDSB, the Supply Chain Manager, in consultation with the initiating Superintendent, Principal or Manager, shall consider auctions as a viable alternative to purchase.

21.6 Health and Safety

- 21.6.1 All Goods and Services purchased through the Tendering/Quotation/Proposal process must adhere to DPCDSB's policy of acquiring and maintaining Material Safety Data Sheets on file. Any Goods/Services purchased by an individual will become the obligation and liability of said individual.

21.7 Demonstration/Pilot Programs

- 21.7.1 If a department/school wishes to participate in a demonstration program/pilot to test certain of the Goods in specific Instructional or Administrative environments, it must be in collaboration with Supply Chain Management as follows:
- a) Administrative:
Standard Agreement to be formalized by the originator to include terms of agreement (listing of products, title risk, termination, etc.) and duly authorized by the Executive Superintendent, Finance, Chief Financial Officer and Treasurer and the Associate Director, Corporate Services, or Designate. All administrative pilots should incorporate (if feasible) a minimum of three (3) vendors for comparison purposes.
 - b) Instructional:
Request for Information to be issued which would include terms of reference (termination dates, etc.) duly authorized by the Superintendent of Program and Learning Services and the Associate Director, Instructional Services. All Instructional pilots must adhere to operational procedures of the Program Department as well as incorporate (if feasible) a minimum of three (3) vendors for comparison purposes.

21.8 Procurement Card

- 21.8.1 In support of sound business practices, a procurement card will be issued to authorized DPCDSB employees for the acquisition of low volume, non-tendered Goods/Services.

21.9 Code of Ethics

- 21.9.1 The Supply Chain Management staff are members of the following organizations: Supply Chain Canada, Ontario Public Buyers Association (OPBA), and the Ontario Association of School Business Officials (OASBO - Purchasing Committee). DPCDSB abides by the Code of Ethics within each membership. Further, DPCDSB has an established Code of Ethics.

21.10 Bid Irregularities

- 21.10.1 Bid irregularities are defined below, however the process depends on the nature of the irregularity.
- 21.10.2 Major Irregularity: A deviation from the Bid request which affects the price, quality, quantity, or delivery and is material to the award. The Supply Chain Manager must reject any Bid which contains a major irregularity.

21.10.3 Major Irregularity – Automatic Rejection: Failure to meet any of the following requirements constitutes a major irregularity:

1. The Bid must be received, in the manner prescribed by the applicable Bid document, and time stamped before the official bid closing time.
2. Price related information must be non-erasable, i.e. completed in ink, marker, etc.
3. Bid surety must be submitted with the Bid when the Bid request (or any addenda) indicated that such surety is required.
4. Proof of authority to bind the bidder must be evident in the submission when the Bid request (or any addenda) indicated that such proof is required.
5. Bid surety must be in the form specified in the Bid request or in a form providing equivalent or greater financial security for DPCDSB.
6. Amount of Bid surety must be no less than the amount indicated in the Bid request when a dollar amount is specified.
7. Bid or performance bonding company must be licensed to conduct business in Canada and in the Province of Ontario.
8. Prices must be complete and specified in accordance with the Bid request.
9. Notwithstanding provisions for “alternate Bids” which may be contained in the Bid request, Bids must conform to the essential requirements in the specifications or terms of reference. Essential requirements are those which are necessary to perform the intended operation.
10. Bidders must attend site meetings if such attendance is identified in the advertisement and Bid request as mandatory.

21.10.4 The above list of irregularities should not be considered all inclusive. The Supply Chain Manager, after consultation with the originator, may reject a Bid based on an irregularity not listed, but considered major. Bidders whose Bids are rejected due to a major irregularity will be notified by the Supply Chain Manager or designate prior to any Bid award.

21.10.5 Minor Irregularity: A deviation from the Bid request which affects form, rather than substance providing the effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The Supply Chain Manager may permit the bidder to correct a minor irregularity. (Substantial compliance or strict compliance).

21.10.6 Minor Irregularity – Bidder may rectify: Failure to meet any of the following requirements constitutes a minor irregularity. The Supply Chain Manager will notify the bidder and ask that the deviation from the Bid request be rectified within a specified time (usually two working days from the time of notification). If the information is not provided within the specified time, the Supply Chain Manager may reject the Bid.

1. Agreements to provide surety must be submitted with the Bid when the bid request indicated that such agreements are required.
2. The authorized signatures and corporate seals of both the bidder and the bonding company must be supplied on the Bid bond forms and agreements to bond.
3. All changes to information contained in the Bid document must be initialed by an authorized representative of the bidder.
4. Technical specifications documents must be completed and submitted with the bid when specified in the Bid request.

21.10.7 The above list of irregularities should not be considered all inclusive. Minor irregularities not listed will be reviewed by the Supply Chain Manager in consultation with the originator. The Supply Chain Manager may then accept the Bid or request that the bidder rectify the deviation.

21.10.8 Mathematical Errors: Rectified by Staff

21.10.9 Errors in mathematical extensions and/or taxes will be corrected by the Supply Chain Manager and the unit prices will govern.

22 DEFINITIONS

22.1 **Authority:** The authority delegated by the Board to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan-to-pay cycle up to specified dollar limits subject to the applicable legislation, regulations and procedures in effect at such time.

22.2 **Bid:** an offer or submission received from a vendor in response to a request, which offer or submission may be accepted or rejected.

22.3 **Budget Holder:** a person who is accountable for the spending decisions in their area of responsibility.

22.4 **CETA:** the Canada-European Union Comprehensive Economic and Trade Agreement.

22.5 **CFTA:** the Canadian Free Trade Agreement.

22.6 **Competitive Procurement:** a set of procedures for developing a procurement contract through a bidding or proposal process. The intent is to solicit fair, impartial competitive bids.

22.7 **Consultant:** a person or entity that under an agreement, other than an employment agreement, provides expert or strategic advice and related services for consideration and decision-making.

22.8 **Consulting Services:** means, subject to exceptions noted on behalf of the Management Board of Cabinet, the provision of expertise or strategic advice that is presented for consideration and decision-making.

22.9 **Contract:** an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.

22.10 **Designate:** a person, to the extent permitted by law, authorized by the budget holder to act on his/her behalf, for the purposes of this Administrative Procedure.

22.11 **Dispose:** the sale, exchange, transfer, destruction or gifting of Goods owned by the Board which are deemed surplus to its needs, and "disposal" and "disposed" shall have similar meanings.

- 22.12 **Emergency:** 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 Competitive Procurement.
- 22.13 **Goods:** moveable property (including the costs of installing, operating, maintaining or manufacturing such moveable property) including raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form, unless they are procured as part of a general construction contract, as well as all materials, equipment, fixtures, and structures to be delivered, installed or constructed.
- 22.14 **MFIPPA:** Municipal Freedom of Information and Protection of Privacy Act (Ontario) where DPCDSB is accountable to the public to protect personal information.
- 22.15 **Non-Competitive Procurement:** a procurement method whereby the usual competitive process is not required, or is suspended, and negotiations are entered into with one, or more than one, vendor.
- 22.16 **On-Boarding Clause:** an option to contract with a vendor in which other Ontario school boards, public agencies or government bodies have awarded, through a Competitive Procurement, the supply of Goods and/or Services.
- 22.17 **Procurement Process:** the process by which the required Goods and/or Services are obtained.
- 22.18 **Proponent:** a person or firm who put forward a proposal for Board consideration.
- 22.19 **Purchase Order (PO):** A written offer made by the Board to a supplier formally stating the terms and conditions of a proposed transaction.
- 22.20 **Purchasing Card (P-Card):** a commercial card approved by the Board that can be used by authorized employees of the Board to purchase low dollar value items.
- 22.21 **Supply Chain Management:** the department within Financial Services authorized to perform the procurement function.
- 22.22 **Quotation:** a statement that sets out prices on specific Goods and/or Services from selected vendors, which is submitted verbally, in writing or transmitted by facsimile or e-mail as specified in the Request for Quotation.
- 22.23 **Request for Expressions of Interest (RFEI):** a process to inform as many eligible vendors about an opportunity regarding Goods and/or Services being requested.
- 22.24 **Request for Information (RFI):** a process whereby information is requested from vendors regarding the feasibility and availability of specific goods and/or services in the marketplace.
- 22.25 **Request for Proposal (RFP):** a process whereby a need is identified, but how it will be achieved is unknown at the outset. This process allows vendors to propose solutions or methods to arrive at the end product and it allows for evaluation on criteria other than price.
- 22.26 **Request for Quotation (RFQ):** a process similar to an RFT by which the Board describes exactly what needs to be purchased and the evaluation is based solely on price.

- 22.27 **Request for Supplier Qualification (RFSQ):** a process used to gather information on vendor capabilities and qualifications with the intention of creating a list of pre-qualified vendors. This mechanism may be used either to identify qualified candidates in advance of expected future competitions or to narrow the field for an immediate need. Board must ensure that the terms and conditions built into the RFSQ contain specific language that disclaims any obligation on the part of the Board to call on any vendor to provide goods or services as a result of the pre-qualification.
- 22.28 **Request for Tender (RFT):** a process whereby a specific need is identified, and the vendors offer to provide the specific need at a specified price.
- 22.29 **Requisition:** a request for goods and/or services initiated by staff, approved and electronically transmitted to Procurement Services.
- 22.30 **Services:** includes all professional, construction, or maintenance services, and non-consulting, including the delivery, installation, repair, restoration, demolition or removal of personal property and real property.
- 22.31 **Single Source:** 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.
- 22.32 **Sole Source:** the use of a non-competitive procurement process to acquire Goods or Services where there is only one available supplier for the source of the Goods or Service.
- 22.33 **Supply Chain Manager:** the person responsible for the supply chain functions of DPCDSB or designate who acts as the “Purchasing Agent” for the Board.
- 22.34 **Tender:** an offer in writing to execute some specified Services, or to supply certain specified Goods, at a certain price, in response to an invitation for bids.
- 22.35 **Total Cost of Ownership:** All direct and indirect costs of an asset, Good or Service during its useful life, from acquisition to disposition. This includes the purchase price, implementation fees, upgrades, maintenance contracts, support contracts, license fees and disposal costs.
- 22.36 **Value for Money:** The consideration of the purchase price, as well as the suitability, durability, serviceability, maximum efficiency, and effectiveness of a purchase.
- 22.37 **Vendor:** an individual, firm, supplier, vendor, contractor, architect, consultant or anyone else providing goods and/or services to the marketplace.
- 22.38 **Vendor of Record (VOR):** A group of vendors that have been vetted through a competitive process and approved to provide Goods/Services to the Board. A vendor listed in the Board’s Financial Information System does not make them a VOR.

23 APPENDIX A – APPLICABLE LEGISLATION AND TRADE AGREEMENTS

23.1 DPCDSB is governed by legislation and trade agreements with respect to procurement listed below:

1. Canadian Free Trade Agreement (CFTA)
2. Trade and Cooperation Agreement between Ontario and -Quebec
3. Canadian Law of Competitive Processes and Contract Law
4. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)
5. Broader Public Sector Procurement Directive
6. Canada-European Union Economic and Trade Agreement