Northeastern Catholic District School Board

PURCHASING

Administrative Procedure Number: APB008

POLICY STATEMENT

The Northeastern Catholic District School Board (NCDSB) will perform its procurement activities in an ethical, cost efficient, accountable and transparent manner consistent with current guidelines for the public sector in Ontario. The NCDSB is committed to incorporating accessibility design, criteria and features when procuring or acquiring goods, services or facilities and will also consider impacts on the environment when goods and services are being procured.

All purchasing for the Northeastern Catholic District School Board will be made through the Director of Education or designate. The Director of Education or designate shall be responsible for carrying out all administrative duties connected with the normal purchasing function.

REFERENCES

Agreement on Internal Trade (2015)
Broader Public Sector Procurement Directive
NCDSB Policy
    B-8 Purchasing
NCDSB Administrative Procedure
    APB016 School Generated Funds

DEFINITIONS

Consulting Service
The provision of expertise or strategic advice that is presented for consideration and decision-making.

Goods and Services
Any goods, construction, and services including but not limited to IT and consulting services.

Members of an Organization
All trustees, senior executives, and employees of the organization, or their equivalent.

Organization
Every organization that is in scope for the purposes of this administrative procedure.

Supply Chain Activities
All activities directly or indirectly related to the organization's planning, sourcing, procurement, moving, and payment processes.

PROCEDURES

1.0 GENERAL

1.1 Consistent with the Broader Public Sector Procurement Directive, this administrative procedure is based on the five key principles that allow organizations to achieve value for money while following a procurement process that is fair and transparent to all vendors:

i) Accountability
Organizations must be accountable for the results of their procurement decisions and the appropriateness of the processes.

ii) Transparency
Organizations must be transparent to all vendors. Wherever possible, vendors must have equal access to information on procurement opportunities, processes, and results.

iii) Value for Money
Organizations must maximize the value they receive from the use of public funds. A value-for-money approach aims to deliver goods and services at the optimum total lifecycle cost.

iv) Quality Service Delivery
Front-line services provided by organizations, such as teaching and patient care, must receive the right product, at the right time, in the right place.

v) Process Standardization
Standardization processes remove inefficiencies and create and level playing field.

1.2 When determining the value of procurement for approval purposes as outlined in this administrative procedure, the NCDSB will not take into consideration applicable sales taxes.

1.3 The NCDSB does not allow the purchase of personal goods through the organization's purchasing system or under the provisions of this administrative procedure. Employees are not allowed to use the NCDSB's name to secure personal goods or services for personal use.

1.4 Emergency purchases shall only be used for the purchase of emergency supplies or services by a Supervisory Officer or designate where the immediate purchase is essential to prevent danger to life, damage to property or disruption of work. Purchase orders are permitted to be issued after the purchase or service has been provided.

2.0 ONTARIO BROADER PUBLIC SECTOR SUPPLY CHAIN MANAGEMENT CODE OF ETHICS

All Board employees involved in any aspect of purchasing or other supply chain related activities must comply with the following purchasing code of ethics:

i) Personal Integrity and Professionalism

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

ii) Accountability and Transparency

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

iii) Compliance and Continuous Improvement

All individuals involved in purchasing or other supply chain-related activities must comply with this Code of Ethics and the laws of Canada and Ontario. All individuals should continuously work to improve supply chain policies and procedure, to improve their supply chain knowledge and skill levels, and to share leading practices.

3.0 SEGREGATION OF DUTIES

3.1 The NCDSB will ensure segregation of duties to prevent any one person from controlling the entire procurement process by separating approvals for the key stages of the procurement process.

3.2 Employees cannot independently acquire goods or services without approval.

3.3 The NCDSB will separate at least three of the five functional roles (requisition, budgeting, commitment, receipt, and payment).

4.0 APPROVAL AUTHORITY

5.1 All NCDSB purchases shall be authorized and approved according to the levels of approval as set out in this administrative procedure.

5.0 NON-COMPETITIVE PROCUREMENT

5.1 Non-competitive procurements, regardless of value, should be avoided to the greatest extent possible.

5.2 If the competitive process needs to be bypassed, a *Non-Competitive Procurement Request* must be completed to support and justify the decision.

5.3 Prior to commencement of non-competitive procurement, supporting documentation must be approved by an appropriate authority as defined in this administrative procedure.

5.4 For procurements $100,000 or more, non-competitive procurements may be utilized only in situations outlined in the exemption, exception, or non-application clauses of the Agreement on Internal Trade (AIT) or other trade agreement.

6.0 COMPETITIVE PROCUREMENT

6.1 Goods, Non-Consulting Services, and Construction

Under the Broader Public Sector Procurement Directive, all purchases of goods, non-consulting services, and construction must be competitively procured according to the thresholds below:

When determining values of the procurement, applicable taxes should not be included.

Total Procurement Value	Procurement Method
Up to $1,000	Direct purchase via Purchase Order or Employee Reimbursement
$1,000 up to, but not including $10,000	Direct purchase via Purchase Order
$10,000 up to, but not including $100,000	Invitational Competitive Process At least three capable companies are invited to submit a quote
$100,000 or more	Open competitive process/tender/proposal
NOTE: *If a vendor will not accept a Purchase Order, a Corporate Credit Card may be used for purchases Up to the credit card limit. However, consultation with the Superintendent of Business is required prior to purchase.*	
A division of requirements into multiple procurements to reduce the estimated value of a single procurement and avoid the application of the identified thresholds is not permitted.	
An increase to the original procurement value that exceeds the current competitive method threshold will require a waiver to be completed.	

6.2 Consulting Services

Under the Broader Public Sector Procurement Directive, all consulting services are competitively sourced irrespective of value. The exceptions must be in accordance with the applicable trade agreement of this procedure.

Total Procurement Value	Procurement Method
$0 up to, but not including $100,000	Invitational or Open Competitive Process At least three capable companies are invited to submit a quote.
$100,000 or more	Open Competitive Process (solicitation posted on the Electronic Tendering System and/or local newspaper, and the NCDSB website.

6.3 **Cooperative Procurement – Professional Partnerships**

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

6.4 **Competitive Procurement Process Requirements**

6.4.1 Environmental Concerns

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

6.4.2 Cooperative Purchasing

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

6.4.3 Exempt Purchases/Payments

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

i) Trustee honorariums;
ii) Employee salaries and benefits;
iii) Remittance for statutory payroll deductions, employee health benefits, employee benefits, union dues and deductions for donations;
iv) Utilities;
v) Travel claims;
vi) Debenture payments;
vii) Tuition fees to other Boards;
viii) Membership fees;
ix) Insurance; and
x) Payments resulting from formal contracts.

7.0 Information Gathering

7.1 Where results of informal supplier or product research are insufficient, formal processes such as a Request for Information (RFI) or Request for Expressions of Interest (RFEI) may be used if warranted, taking into consideration the time and effort required to conduct them.

7.2 A response to an RFI or RFEI must not be used to pre-qualify a potential supplier and must not influence the chances of the participating suppliers from becoming the successful proponent in any subsequent opportunity.

8.0 Supplier Pre-Qualification

8.1 The NCDSB will gather information about supplier capabilities and qualifications in order to pre-qualify suppliers for an immediate product or service need or to identify qualified candidates in advance of expected future competitions.

8.2 Terms and conditions of the Request for Supplier Qualifications (RFSQ) document must contain language that disclaims any obligation of the NCDSB to call on any supplier to provide goods and services as a result of pre-qualification.

9.0 Posting Competitive Procurement Documents

9.1 Calls for open competitive procurements must be made through an electronic tendering system readily accessible by all Canadian suppliers.

10.0 Timelines for Posting Competitive Procurements

10.1 Bids **must** be advertised for a period of 15 calendar days for procurements valued at $100,000 or more.

10.2 Competitive procurements valued at $100,000 and greater must give suppliers the following minimum response time:

Normal non-complex procurements	Minimum 15 calendar days
High complexity, risk and/or dollar value	Minimum 30 calendar days

10.3 Advertising of bids shall be coordinated through the Finance Department utilizing an electronic website and/or advertisements in daily newspapers and the NCDSB website.

10.4 Any addenda must be issued at least seven days prior to the closing of the Bid.

10.5 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.

10.6 The Board must ensure that the closing date of the Bid is set on a normal working (Monday to Friday) excluding provincial and national holidays.

10.7 Submissions received after closing time will not be considered and returned to the Bidder unopened.

11.0 Bid Receipt

11.1 Closing date and time must be clearly stated in the competitive procurement document with a closing date or time within normal working hours (i.e., Monday to Friday, excluding provincial and national holidays).

11.2 Any competitive procurement document received after the closing date and time will not be considered and will be returned unopened.

12.0 Authority to Request Proposals, Tenders, and Quotations

12.1 The Manager of Plant and Maintenance or designate, Superintendent of Business or designate, shall be responsible for the issuing and receiving of all proposal, tenders, and quotations.

12.2 A written record of all proposals, tenders and quotations shall be kept on file in the Plant Department of the NCDSB.

13.0 Opening Proposals, Tenders and Quotations

13.1 All sealed packages will be opened by the Manager of Plant and Maintenance or designate, and at least two other persons present with at least one of whom is a Supervisory Officer.

14.0 Bid Deposit and Contract Security

New construction, alterations, or renovations		
Project Value	**Bond**	**Certified Cheque**
$20,001 - $100,000	10%	15%
$100,001 - $200,000	15%	20%
$200,001 and over	15%	N/A
Contract Security		
Project Value	**Bond**	**Certified Cheque**
$20,001 - $100,000	50%	15%
$100,001 - $200,000	50%	20%
$200,001 and over	50%	N/A

NOTE: The percentages specified above may be increased or decreased for a specific project with the approval of the Chief Executive Officer or the Superintendent of Business, upon the recommendation of the Board's consultant.

15.0 PROCUREMENT DOCUMENTS

To conduct a competitive procurement process, procurement documents must be developed to be provided to potential proponents. The competitive procurements documents should include the following listed below, at a minimum:

i) Name, telephone number and location of the person to contact for information about the procurement documents.

ii) Clear description of required goods or services. Goods or services must be described in generic and/or functional terms specific to the business needs. Where it is necessary to provide specifications in non-generic and/or non-functional terms, the specifications must set out the performance requirements in a manner that would not unfairly favour certain suppliers.

iii) Conditions that suppliers must meet before obtaining procurement documents, such as conflict of interest declarations, confidentiality agreements, or non-disclosure agreements.

iv) Submission rules and other competitive procurement clauses to follow in order for a bid to be compliant. These may include bid format, language, number of copies to be submitted, attendance at a bidder's conference, etc.

v) Process and time deadline for the submission of questions regarding the procurement documents.

vi) Address and time deadline for bid submissions, including a caution that submissions received after the deadline will be returned unopened.

vii) Time, place, and method of bid opening.

viii) Mandatory criteria (i.e. technical standards) that must be met. Competitive documents must clearly outline that submissions that do not meet the mandatory criteria will be disqualified.

ix) Full disclosure of the evaluation criteria (including weights), process and methodology to be used to assess submissions.

x) Request for a list of subcontractors to be used to complete the procurement, where applicable. To ensure that the full responsibility for completing the contract rests with the primary supplier, the Board may specify that the request is for information purposes only.

xi) Period of bid irrevocability.

xii) Notice that any confidential information supplied may be disclosed where it is obliged to do so under the *Freedom of Information and Protection of Privacy Ac*t, by an order of a court or tribunal or otherwise required by law.

xiii) A draft form of agreement to be signed in the event of procurement award.

xiv) The Bid Deposit of Tender Security.

xv) A request for a Worker's Compensation Insurance Board (WSIB) clearance certificate clearly identifying that the contractor is in good standing with the WSIB.

xvi) A request for a minimum of five million dollars ($5,000,000.00) for each occurrence of Commercial General Liability Insurance naming the Board in the insurance policy. This liability policy shall contain coverage for personal injury, property damage, and public liability.

16.0 PROCUREMENT EVALUATION PROCESS

16.1 Rejecting the Bid

The Board reserves the right to accept or reject, for valid reasons, all or part of a quotation or tender submitted by suppliers.

16.2 Evaluation Team

i) Competitive procurement processes require an evaluation team to evaluate compliant bids.

ii) Team members must be made aware of the restrictions related to utilization and distribution of confidential and commercially sensitive information and must refrain from engaging in activities that may create or appear to create a conflict of interest.

iii) Evaluation team members must sign a conflict of interest declaration and non-disclosure of confidential information agreement before the evaluation process begins. Refer to the form *Declaration of Conflict of Interest*.

16.3 Evaluation Criteria

i) Evaluation criteria must be developed, reviewed and approved by a Supervisory Officer prior to commencement of the competitive procurement process.

ii) Competitive procurement documents must clearly outline mandatory, scored and other criteria that will be used to evaluate submission, including weight of the criteria.

iii) Criteria must be non-discriminatory and must not limit competition.

iv) Evaluation criteria can only altered by means of addendum to the competitive procurement documents.

16.4 Evaluation Matrix

i) Evaluation team members must complete an evaluation matrix, rating each submission.

ii) Records of evaluation scores must be retained for audit purposes.

iii) Evaluators must ensure that everything they say or write about submissions is fair, factual, and fully defensible.

16.5 Evaluation Process Disclosure

i) Competitive procurement documents must fully disclose the evaluation methodology and process to be used in assessing submissions, including the method of resolving the scores.

ii) Competitive procurement documents must state that submissions that do not meet the mandatory criteria will be disqualified.

16.6 Tie Scores

i) In the event of a tie between the overall scores of two or more proposals, the contract will be awarded to the proponent with the lowest price.

ii) Other tie-breakers which may be considered may include such factors as more favorable delivery times, payment discounts and after sales services, samples of work quality, which must be identified in the evaluation criteria.

16.7 Winning Bid

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

16.8 Non-Discrimination

i) The NCDSB will not discriminate or exercise preferential treatment in awarding a contract to a supplier as a result of the competitive procurement process.

16.9 Bid Dispute Resolution

i) Competitive procurement documents must outline bid dispute resolution procedures that comply with bid protect or dispute resolution procedures set out in the applicable trade agreement.

16.10 Supplier Debriefing

i) For procurements $100,000 or more, the Board must inform all successful respondents about their entitlement to a debriefing.

ii) Respondents have 60 calendar days following the date of the contract award notification to request a debriefing.

iii) The Superintendent of Business will conduct vendor debriefings in coordination with the end-user.

17.0 PROCUREMENT EXECUTION

17.1 Contract Award Notification

i) For procurement valued at $100,000 or more, the NCDSB must post, in the same manner as the procurement documents were posted, contract award notification.

ii) The notification must be posted after the agreement between the successful supplier and the NCDSB was executed.

iii) Contract award notification must list the name of the successful supplier, agreement start and end dates, and any extension options.

17.2 Executing the Contract

i) Contracts must be finalized using the form of agreement that was released with the competitive procurement document.

ii) The agreement between the NCDSB the successful supplier must be formally defined in a signed written contract before the provision of supplying goods or services commences.

iii) Where an immediate need exists for goods or services, and the Board and the supplier are unable to finalize the contract as described above, an interim purchase order must be used. The justification of such decision must be documented and approved by a Supervisory Officer.

17.3 Establishing the Contract

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

17.4 Term of Agreement

i) The term of agreement and any options to extend the term of agreement must be set out in the competitive procurement documents.

ii) An approval by an appropriate authority must be obtained before executing any modifications to the term of the agreement.

iii) Extending the term of the agreement beyond what was set out in the competitive procurement document are considered non-competitive procurements and the appropriate approvals are required prior to proceeding.

17.5 Termination Clauses

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

18.0 CONTRACT MANAGEMENT

18.1 Payments

i) Payments must be made in accordance with the provision of the contract.
ii) All invoices must contain adequate information to warrant payment.
iii) Any overpayments must be recovered in a timely manner.

18.2 Assignments

i) Assignments of contracts must be properly documented.
ii) Supplier performance must be managed and documented.
iii) Any performance issues must be addressed and the Financial Services Department must be advised.

18.3 Contract Dispute Resolution Process

i) All contracts must include a dispute resolution process.
ii) All disputes with suppliers must be managed throughout the life of the contract.

18.4 Service Contracts

i) Service contracts must establish clear terms of reference for the assignment.
ii) The terms should include, and is not limited to, objectives, background, scope of constraints, staff responsibilities, tangible deliverables, timing, progress reporting, approval requirements, and knowledge transfer requirements.
iii) Establish expense claim and reimbursement rules that are compliant with the Broader Public Service Expense Directive and ensure all expenses are claimed and reimbursed with these rules.
iv) Expenses are claimed and reimbursed only where the contract explicitly provides for reimbursement of expenses.

18.5 Documentation and Record Retention

i) All procurement documents, as well as any other pertinent information for reporting and auditing purposes, must be maintained for a period of seven years after the contract ends and be in recoverable form if requested.
ii) All records that relate to pending litigation, government investigations, regulatory proceedings or other disputes, must be retained during the pending litigation and/or proceeding (including the appeal process) until litigation is complete.
iii) As soon as litigation is contemplated or threatened, parties should immediately take reasonable good faith steps to preserve relevant documents.
iv) Handling, storing, maintaining and disposing the suppliers' confidential and commercially sensitive information must be done in a manner that safeguards the confidentiality of the information.

19.0 CONFLICT OF INTEREST

19.1 The Superintendent of Business will monitor any conflict of interest that may arise as a result of NCDSB employees, advisors, external consultant's or supplier's involvement with procurement activities.

19.2 Individuals involved with the procurement activities must declare actual or potential conflicts of interest and must not engage in any activity that may create, or appear to create, a conflict of interest such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

19.3 Where a conflict of interest arises, it must be evaluated and an appropriate mitigating action must be taken.

20.0 AREAS OF AUTHORITY

APPROVAL AUTHORITY LIMITS: Goods, Non-Consulting Services and Construction	
Central Office	**Purchasing Authority Level**
$0 - $250	Immediate Supervisor
$0 - $10,000	Manager/Principal
$0 - $25,000	Superintendent
$0 - $100,000	Chief Executive Officer
APPROVAL AUTHORITY LIMITS: Contracts, Multi-Year Contracts Contracts for goods/services, which bind the Board and extend beyond the current fiscal year	
Threshold	**Designate**
Up to $100,000	Chief Executive Officer
$100,001 or more	Board of Trustees
FISCAL YEAR CONTRACTS: Contract for goods/services that bind the Board for the current fiscal year.	
Threshold	**Designate**
Up to $100,000	Chief Executive Officer
$100,001	Board of Trustees
NOTE: Thresholds are total commitment throughout the contract terms.	
NON-COMPETITIVE PROCUREMENT (WAIVER) For goods, non-consulting services and construction	
Threshold	Designate
Up to $25,000	Superintendent of Business
$25,001 - $100,000	Chief Executive Officer
$100,001 or more	Board of Trustees
All non-competitive procurements of $100,000 or more must adhere to the strict requirements outlined in the Agreement on Internal Trade (AIT), which lists the limited exemptions, exceptions, or non-application clauses, and other applicable trade agreements.	

To ensure compliance with the applicable trade agreements, the Superintendent of Business and/or Financial Services Department must verify all waivers greater than $100,000.	
PROGRESS PAYMENTS – CONSTRUCTION	
Threshold	**Designate**
Up to $99,999	Manager of Plant and Maintenance
$100,000 or more	Chief Executive Officer

21.0 RELATED FORMS AND DOCUMENTS

FORM: Declaration of Conflict of Interest
FORM: Non-Competitive Procurement Request

Chief Executive Officer: *Tricia Stefanic Weltz*
Date: January 2025