

ADMINISTRATIVE PROCEDURE 515 SECTION: BUSINESS ADMINISTRATION	
Adopted/Original Date of Issue	2018
<input checked="" type="checkbox"/> Last Reviewed <input checked="" type="checkbox"/> Revised	2023
Next Review Date	2024
Contact	Purchasing Department

## PURCHASING AND TENDERING

### BACKGROUND

The Renfrew County District School Board commits to the stewardship of resources, hence in purchasing competitively and seeking maximum educational value for every dollar expended, consistent with good purchasing practices.

This administrative procedure applies to all persons of the Renfrew County District School Board who acquire goods, services and/or construction on behalf of the District. This includes all departments, schools, school funds, school councils, and any other related organizations as they may apply.

Following this procedure enables the District to deal with suppliers in a fair, open, transparent and equitable manner and provide customers with the right item at the right time at the best price. Adherence to this procedure also enables the District to be accountable to taxpayers who are funding the education system.

### Definitions

“Agreement” means the formal Agreement between the District and the Supplier or the combination of the Tender documents, Addendums and the Proponent’s Tender submission.

“Confirmation Only Requisitions” means a requisition that is entered in K212 for Goods and/or Services that have already been received.

“Consultant” means an individual/firm that provides expert or strategic advice for consideration and decision-making.

“District” means the Renfrew County District School Board or RCDSB.

“Employee” means any permanent, part-time and/or casual employee or a consultant under contract with the District.

“Experience” means quotes that are still valid.

“Limited Tendering” means there is an exemption to competitive procurement such as single source, sole source, reasons of urgency (no time for open tendering), no tender bids submitted and tender conditions not satisfied.

“Proponent” or “Proponents” means an entity that submits a Tender or Proposal in response to a RFX.

“Proposal” or “Proposals” means all of the documentation and information submitted by a Proponent in response to a Request for Proposal.

“Single Source” means the use of a non-competitive procurement process to acquire goods or services from a specific supplier even though there may be more than one supplier capable of delivering the same goods or services.

“Sole Source” means 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.

“Supplier” means the individual/firm contracted to perform the scope of work or to supply the Goods, Services and/or Construction.

“Written Quotations” means a quote issued by a vendor on vendor letterhead. The Written Quotation should include, at a minimum, quantity, unit price, extended price, shipping, installation and taxes as applicable. The Written Quotation should also include the length of time that the Written Quotation is valid, e.g., thirty (30) days.

### **Supply Chain Code of Ethics**

In accordance with the Broader Public Sector Procurement Directive, the District has formally adopted a Supply Chain Code of Ethics as detailed below.

It is the intent that all employees and suppliers of the District will read, understand and adhere to the Supply Chain Code of Ethics at all times while conducting business for and with the District.

**Goal:** To ensure an ethical, professional, and accountable supply chain.

#### **I. Personal Integrity and Professionalism**

All participants shall 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. All individuals involved with purchasing or other supply chain-related activities shall act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence shall be integral to all supply chain activities within and between BPS organizations, suppliers and other stakeholders. Respect shall be demonstrated for each other and for the environment. Confidential information shall be safeguarded.

#### **II. Accountability and Transparency**

Supply chain activities shall be open and accountable. In particular, contracting and purchasing activities shall be fair, transparent and conducted with a view to obtaining the best value for

public money. All participants shall 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 shall comply with this Code of Ethics and the laws of Canada and Ontario. All individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.

#### **Avoiding Conflict of Interest**

A conflict of interest exists where the decisions made and/or the actions taken by a staff member, in the exercise of their duties, could be affected by: a) the person's personal, financial or business interests; or b) the personal, financial or business interests of relatives, friends or associates of the person. It is important to avoid not only real conflicts of interest but also being placed in a position that could give the appearance of being harmful to the interests of the RCDSB. If there is a potential for a perceived conflict of interest, please reach out to the Purchasing Department for advice.

In addition to accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products, accepting hospitality (the provision of food, beverage, accommodation, transportation, etc.) can be or perceived to be a conflict of interest. All staff should seek approval from the Superintendent of Corporate Services prior to accepting hospitality from vendors to the RCDSB (current or prospective) to avoid either real or perceived conflicts of interest.

#### **Perquisites (Perks)**

The term perquisites, or perks, refers to a privilege that is provided to an individual or to a group of individuals, provides a personal benefit, and is not generally available to others.

A perquisite is not allowable if it is not a business-related requirement. To be allowable, a perquisite must be a business-related requirement for the effective performance of an individual's job.

This applies to any person in the District, including the following:

- appointees
- board members
- elected officials (e.g., school trustees)
- employees

For example, cell phones (or allowance) or iPads when not a business related requirement for the effective performance of an individual's job would be considered a perk.

The Superintendent of Corporate Services to provide clarification when required.

## **Types of Competitive Procurement**

### **I. Open Competitive Procurement**

Open competitive procurement is the contractual acquisition (purchase, lease or rental) by the District for assets of any kind, whether goods, services or construction, enabling all qualified and/or deemed responsible Proponents to compete in a fair and open process to ensure impartiality and transparency in the procurement process.

Open competitive procurement ensures the highest level of fairness, impartiality, and transparency; it maximizes suitability and the value for money of the obtained goods, services and/or construction.

### **II. Invitational Competitive Procurement**

Invitational competitive procurement is the contractual acquisition (purchase, lease or rental) by the District for assets of any kind, whether goods, services or construction, enabling some but not all suppliers to compete in a fair and open process to ensure impartiality and transparency in the procurement process.

The District can conduct an invitational competitive procurement by inviting three (3) or more qualified suppliers to submit written proposals to supply goods, services and/or construction as specified by the District.

Invitational Competitive Procurement is allowed when the suppliers are pre-qualified or when the total Purchase Cost is within the parameters of the Approval Authority Schedule.

## **Methods of Competitive Procurement**

### **I. Request for Information (RFI)**

The District will issue an RFI when the need is to gather supplier or product information ONLY. It is not used to pre-qualify a potential supplier or suppliers. This mechanism may be used when the District is researching a contemplated procurement and has not yet determined what characteristics the ideal solution would have (e.g., a school desires a new phone system but is unsure of which features are most important and needs more information to understand what is available and what are the suppliers' capabilities).

### **II. Request for Expressions of Interest (RFEI)**

The District will issue an RFEI when the need is to gather information ONLY, whether it be information on supplier interest in an opportunity or information on supplier capabilities/qualifications. It is not used to pre-qualify a potential supplier or suppliers. This mechanism may be used when the District wishes to gain a better understanding of the capacity of the supplier community to provide the services or solutions needed.

### III. Request for Supplier Qualifications (RFSQ)

The District will issue an RFSQ when the need 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. While the intent of the RFSQ is to pre-qualify suppliers, the terms and conditions of the RFSQ shall state that the District makes no guarantee that they will call on any supplier as a result of the pre-qualification.

### IV. Request for Proposal (RFP)

The District will issue a RFP when the need is to request solutions from potential suppliers for the delivery of complex goods, services or construction or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.

### V. Request for Tender (RFT)/Request for Quotation (RFQ)

The District will issue a RFT or RFQ, dependent upon dollar value of the spend, when the need is to request pricing from potential suppliers to supply goods, services or construction based on stated delivery requirements, performance specifications, terms, and conditions. This mechanism is used when the District has described exactly what needs to be purchased and the evaluation is made solely on price.

### Segregation of Duties

Segregation of duties prevents any one person from controlling the entire procurement process and leads to an open, fair and transparent procurement process.

ROLE	RESPONSIBILITY	ACCOUNTABLE PARTY
Requisition	Entry of the purchase into the electronic financial system requesting an order for goods, services and/or construction	Support Staff
Budget & Approval (approval related to purchase level)	Approval of the requisition ensuring budget is available	Principals, Managers, Assistant Managers, Area Supervisors, Superintendents
Commitment	Creation and release of a Purchase Order	Purchasing Department
Receipt	Confirmation that order was received, correct and complete	Individual Receiving the Order
Payment	Authorize release of payment to supplier	Accounts Payable, Finance Assistant Manager, Finance Manager, Superintendent of Corporate Services

## **Exemptions and Exceptions to Competitive Procurement**

The Purchasing Department is exempt from procuring for land purchases, health services, social services, lawyers and notaries.

Before any Agreement is entered into, the Purchasing Department shall invite tenders, except where:

- a) the need is one of pressing emergency in which delay would be injurious to the District's interest;
- b) there is only one available source of supply;
- c) only one or more manufacturers' products have, through evaluation, been deemed acceptable by the requisitioning department.

Should any employee, department, or school decide to not proceed with a competitive procurement for any reason outside of the three listed above, sound and substantial reasons shall be formally documented to support and justify the decision. The formal document acceptable to the District is the Non-Competitive (Limited Tendering) Form.

Said documentation shall be approved by the Superintendent of Corporate Services or Designate and provided to the Purchasing Department. All supporting data shall be retained by the Purchasing Department.

**Approval Authority Schedule and Procurement Threshold Limits for Goods and Services (Non-Consulting)**

**Purchase\* Limits for the District (Excluding Facility Services)**

All dollar values are before any applicable taxes.

<b>PURCHASE* COST</b>	<b>PROCUREMENT METHOD See Appendix A for Full Details</b>	<b>APPROVAL AUTHORITY</b>
\$0.01 - \$5,000	Experience or Verbal quotation	Vice-Principal, Supervisor, Department Head, Assistant Manager, Administrative Assistant
\$5,000.01 - \$35,000	A minimum of three (3) Written quotations shall be obtained and forwarded to Purchasing Department	Principal, Manager, Assistant Manager
\$35,000.01-\$100,000	A minimum of three (3) Written quotations shall be obtained by the Purchasing Department.	Superintendent
\$100,000.01 - \$200,000	Publicly advertised competitive procurement	Superintendent, Director of Education
\$200,000.01 - \$500,000	Publicly advertised competitive procurement	Superintendent of Corporate Services and Director of Education
Over \$500,000	Publicly advertised competitive procurement	Board Notified

*\*Purchase is defined as a single purchase or multiple purchases related to one project or location. Purchases are not to be separated into smaller purchases as a means to circumvent the requirements under approval authority schedule and procurement threshold limits.*

**Approval Authority Schedule and Procurement Threshold Limits for Goods, Services and/or Construction (Non-Consulting)**

**Purchase\* Limits for Facility Services Department ONLY.**

Due to the nature of the Facility Services projects, as well as the higher volume of purchases and purchase price, the Facility Services Department ONLY will be governed by the following purchase limits.

All dollar values are before any applicable taxes.

<b>PURCHASE* COST</b>	<b>PROCUREMENT METHOD See Appendix B for Full Details</b>	<b>APPROVAL AUTHORITY</b>
\$0.01 - \$5,000	Experience or Verbal quotation	Area Supervisor, Foreman
\$5,000.01 - \$10,000	A minimum of two (2) quotations, whether Experience, Verbal, or Written and shall be documented	Area Supervisor
\$10,000.01 - \$100,000	A minimum of three (3) Written quotations shall be obtained and forwarded to Purchasing Department	Assistant Manager, Project Manager \$10,000.01 - \$35,000 Facility Services Manager \$35,000.01 - \$100,000
\$100,000.01- \$200,000	Publicly advertised competitive procurement	Superintendent of Corporate Services
\$200,000.01 - \$500,000	Publicly advertised competitive procurement	Superintendent of Corporate Services and Director of Education
Over \$500,000	Publicly advertised competitive procurement	Board Notified

*\*Purchase is defined as a single purchase or multiple purchases related to one project or location. Purchases are not to be separated into smaller purchases as a means to circumvent the requirements under the Approval Authority Schedule and Procurement Threshold limits.*



## **Consultant and Consulting Services**

Consultant is defined as 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.

Consulting Services is defined as the provision of expertise or strategic advice that is presented for consideration and decision-making.

Consultants and/or Consulting Services, adhering to the definitions above, shall be procured through a competitive process irrespective of value. A non-competitive procurement of consulting services may be allowed only under the following circumstances:

1. Non-Application of Trade Agreements. Where a non-application clause exists under the Canadian Free Trade Agreement or other Trade Agreement, as amended, the District may apply this clause as the basis for conducting a non-competitive procurement.
2. Exceptions from Competitive Procurements. Where an exception clause exists under the Canadian Free Trade Agreement or other Trade Agreement, as amended, the District may apply this clause as the basis for conducting non-competitive procurement.

The District shall not conduct non-competitive procurement of consulting services without documenting the decision and obtaining the appropriate approvals. Sound and substantial reasons shall be formally documented to support and justify the decision. The formal document acceptable to the District is the Non-Competitive Form.

## **Approval Authority Schedule and Procurement Threshold Limits for Consulting Services**

Prior to commencement, any procurement of consulting services shall be approved in accordance with the Approval Authority Schedule for Consulting Services below. All dollar values are before any applicable taxes.

<b>PURCHASE COST</b>	<b>PROCUREMENT METHOD</b>	<b>APPROVAL AUTHORITY</b>
Any Value	Open Competitive	Follow Purchase Limits Below
\$0.01-\$100,000	Invitational Competitive (Pre-Qualified Suppliers)	Follow Purchase Limits Below
\$0.01 - \$1,000,000	Non-Competitive (Limited Tendering) (As per Articles 1 and 2 Above)	Superintendent of Corporate Services and Director of Education
Over \$1,000,000.	Non-Competitive (Limited Tendering) (As per Articles 1 and 2 Above)	Director of Education and Board of Trustees

## **Procedures**

### **1. General**

- 1.1 The Purchasing Department shall be responsible for the overall competitive procurement process for the District including determining the terms and conditions of the competitive procurement.
- 1.2 The primary goal of the Purchasing Department is to ensure that all required goods, services and/or construction are acquired in a timely fashion, at the correct quantity, quality, and price and are procured in a professional manner that adheres to the District's policies and procedures, the BPS Procurement Directive, the Education Act, the BPS Expenses Directive, and all other legislation as they apply.
- 1.3 All procurement activities will comply with legislation and Trade Agreements applicable to school boards and other public sector agencies. These include, but are not limited to, the following, as they may apply:
- Canadian Free Trade Agreement ("CFTA")
  - Ontario-Quebec Trade and Cooperation Agreement ("OQTCA")
  - Canadian-European Union Comprehensive Economic and Trade Agreement ("CETA")
  - Municipal Freedom of Information and Protection of Privacy Act
  - Construction Act
  - Accessibility for Ontarians with Disabilities Act
- 1.4 When determining the value of a procurement for purposes of approval authority and requirements for a competitive process:
- The total cost includes the purchase requirements for the District as a whole for the product or service. The period included shall be the length of the Agreement period plus any optional extension periods or the annual requirement, whichever is more.
  - Orders may not be split into smaller orders to avoid meeting any requirements contained in this policy.
  - The total costs shall not include applicable sales taxes.
- 1.5 In accordance with Section 217 of the Education Act, as amended, the District will not purchase goods, services and/or construction services from District employees, with the exception of books and teaching or learning materials of which the employee is an author and the only compensation received is in the form of a fee or royalty.

- 1.6 The District will not conduct business with any supplier, including its procuring entities on grounds such as:
- currently in litigation with the District
  - bankruptcy or insolvency
  - false declarations
  - significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts
  - final judgements in respect of serious crimes or other serious offences
  - professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier or
  - failure to pay taxes
- 1.7 Proponents who contribute and/or develop specifications for a procurement opportunity through any method other than an RFI or RFEI shall not be allowed to submit a tender for the procurement opportunity that they contributed to.
- 1.8 All members of the District shall refrain from any discrimination or preferred treatment in awarding an Agreement.
- 1.9 All documentation pertaining to any competitive procurement will be handled and stored in a fashion that maintains sensitive and confidential supplier information, as per AP 180 Records and Information Management and kept by the District for seven (7) years from the contract end date.
- 1.10 The District requires that any individual; employees, advisors, external consultants, or suppliers, when participating in a competitive procurement opportunity, shall declare all actual or potential conflicts of interest.
- 1.11 When public advertisements are required, the general practice shall be to advertise across the County.
- 1.12 Commitments against budgets are the responsibility of the persons having budget jurisdiction. The specific authority to issue a purchase order in the name of the District is delegated to the Assistant Manager – Procurement by the Director of Education.
- 1.13 With the exception of emergency orders, all orders that require an extended amount of time for delivery shall be entered and forwarded to Purchasing by April 30th of each year. All non-emergency orders shall be entered and forwarded to Purchasing by May 31st of each year. Subsequent purchases under normal circumstances will be charged against the next year.

- 1.14 The District will take advantage of all discounts from Suppliers with the exception of discounts being offered via a business's employee family member, for example a Walmart employee discount.
- 1.15 The District will take advantage of all early payment discounts.
- 1.16 The District will enforce the Blackout Period after all tender closings. The Blackout Period is the length of time from the date and time of the tender closing until an award has been announced.
- 1.17 When a RFT or RFQ is awarded to other than the lowest Proponent, sound and substantial reasons for the award shall be documented by the Assistant Manager – Procurement and approved by the Superintendent of Corporate Services or designate. The Assistant Manager - Procurement shall keep a record of tenders and quotations received and, where other than the lowest is accepted, supporting data shall be retained by the Purchasing Department
- 1.18 Wherever in the District it is proposed to have equipment left on approval, it should be cleared through the Purchasing Department.
- 1.19 All purchases made in the name of the District without proper authorization under this Administrative Procedure may be considered an obligation of the person making the purchase and not an obligation of the District. The person making the purchase may then be subject to providing payment for the purchase without any financial assistance from the District.
- 1.20 Requests to alter Purchase Orders shall be submitted to the Purchasing Department via email ([purchasing@rcdsb.on.ca](mailto:purchasing@rcdsb.on.ca)). The District's Buyer has approval to alter a Purchase Order if the alteration is under \$5,000.00. All alterations over \$5,000.00 shall be approved by the Assistant Manager – Procurement.
- 1.21 Personal purchases shall not be made in the name of the District.

## **2. Process**

When a competitive procurement is posted:

- 2.1 The District will utilize an electronic tendering system which is equally accessible to all suppliers.
- 2.2 For competitive procurements that do not meet the dollar value thresholds of CFTA or CETA, a minimum response time of fifteen (15) days shall be allowed for and specified in the competitive procurement document. The District will consider providing a longer response time for procurements of higher complexity, risk and/or dollar value.

2.3 For competitive procurements that do meet the dollar value threshold of CFTA and CETA, the maximum number of days for a response shall be governed by the respective Trade Agreement. Agreement dollar value thresholds are as follows and will be amended accordingly.

All dollar values are before any applicable taxes.

Trade Agreement	Procurement Type	Threshold
CFTA	Goods	\$121,200
	Services	\$121,200
	Construction	\$302,900
CETA	Goods	\$ 366,800
	Services	\$366,800
	Construction	\$9,100,000

2.4 The closing date and time as stipulated in the procurement document will be set for anytime from 9:00:00am to 4:00:00pm on any workday (Monday to Friday), excluding Provincial and National holidays.

2.5 The tender opening may be a public opening if so desired by the District, but it is not required.

If a public tender opening is scheduled, the following shall apply.

- The tender opening shall take place shortly after the deadline for submission of tenders.
- At least two (2) individuals representing the District shall be present at the opening of the tender.
- The tender opening will be conducted by the first person listed below (Presiding Officer), and in his/her absence by the next person present in order of succession:
  - a) the Assistant Manager - Procurement or Designate
  - b) the Manager of Finance
  - c) the Superintendent of Corporate Services

The Presiding Officer shall only announce the dollar amount of each tender. No further information will be announced until the Presiding Officer has reviewed the bid(s) for compliance.

- 2.6 It shall be stipulated in the procurement document that any submissions received after the closing date and time, according to the date and time stamp clock of the electronic tendering system, will not be considered.
- 2.7 It shall be stipulated in the procurement document what constitutes an allowable expense and how it shall be charged and invoiced. This is applicable to all competitive procurements (goods, services, construction, consultants, and/or consulting services).
- 2.8 The evaluation criteria shall be stipulated in the procurement document and the document shall identify those criteria that are considered mandatory and any technical standards that need to be met. All evaluation criteria must not discriminate or exercise preferential treatment. Once the procurement document has been approved and distributed, the evaluation criteria can only be altered or changed via an addendum.
- 2.9 The procurement document shall stipulate the method to resolve a tie score.
- 2.10 If a RFSQ is posted and the term of the Agreement is three (3) years or less, the list of pre-qualified Proponents is only required to be posted once at the beginning of the Agreement term.
- If a RFSQ is posted and the term of the Agreement is more than three (3) years, the District shall post publicly, on an annual basis, a tender call inviting Proponents to apply for inclusion on a pre-qualified list.
- Both of the above tender clauses shall be included in the original RFSQ document.
- 2.11 The form of Agreement to be signed between the District and the Supplier(s) shall be included with the RFX documents.
- 2.12 The form of Agreement shall be signed by both the District and the Supplier(s) before any construction commences or goods and/or services are provided.
- 2.13 RCDSB requires proof of insurance coverage as defined in the procurement document prior to contract execution.
- 2.14 It is the contractor's responsibility to comply with the Workplace Safety and Insurance Board Act and ensure any subcontractors are in compliance.
- 2.15 Award notifications must be posted after the agreement between the successful supplier and the District has been executed.
- 2.16 Where an immediate need exists for goods, services and/or construction and the District and the Supplier are unable to finalize the Agreement, an interim

purchase order may be used. The justification for proceeding in this manner shall be documented and approved by the appropriate authority.

- 2.17 The term of the resulting Agreement, the appropriate cancellation or termination clauses, and any options to extend said Agreement, shall be stipulated in the procurement document and shall also be included in the resulting form of Agreement.
- 2.18 Unless otherwise stipulated in the competitive procurement document, the District will post, in the same manner as the competitive procurement document was posted, the name(s) of the Supplier(s), the Agreement start and end dates, including any options for extension and the total Agreement value.
- 2.19 Only a RFP document shall stipulate that all Proponents submitting a bid are entitled to a debriefing which shall be requested within sixty (60) calendar days from Award Notification. RFIs, RFEIs, RFTs and RFQs are not required to have a debriefing clause.
- 2.20 The procurement document shall stipulate the bid protest procedures.

### **Evaluation of RFPs**

The competitive procurement process requires that an evaluation team responsible for reviewing and rating Proposals be established. An evaluation team may include subject-matter experts, financial experts and others as they apply. A representative from the Purchasing Department will provide the role of advisor during the tender evaluation phase.

Evaluation team members are made aware of all restrictions related to the confidential information or activity associated with the competitive process and shall sign a Conflict of Interest Declaration and Non-Disclosure form before each evaluation.

Evaluation methodology, process used in assessing submissions, and the method of resolving a tie score shall be identified within the RFP.

The Purchasing Department shall notify, in writing, any submissions deemed disqualified stating the reasons therefore. Where only one valid tender is received, the Purchasing Department in conjunction with the department of responsibility shall determine if the valid tender is beneficial to the District before issuing an award. If the valid tender is not beneficial to the District, the tender may be cancelled in its entirety and reissued.

Each member of an evaluation team shall complete an evaluation matrix rating each of the Proponents and select only the highest ranking submission(s) that have met all the mandatory requirements as stipulated in the procurement document. The submission that receives the highest evaluation score and meets all mandatory requirements as set out in the procurement document shall be declared the winning bid.

Should the above result in a tie score, the evaluation team shall follow the method to resolve a tie score as stipulated in the procurement document.

### **Contract Administration**

The department of responsibility for the supply of goods, services and/or construction will manage the Agreement resulting from a competitive procurement. Payments will be made in accordance with invoice instructions detailed in the procurement document and/or Agreement.

### **Supplier Performance Evaluations**

The purpose of the Supplier Performance Evaluation is to provide an evaluative record, both positive and negative, of a Supplier's performance on any given Agreement that has been awarded by the District.

The department or school responsible for the Agreement are in charge of monitoring and documenting Supplier performance and ensuring compliance with Agreements. Departments or schools shall address performance issues directly with the Supplier to attempt to resolve all performance issues and acknowledgements related to the same.

The Purchasing Department shall be advised of Supplier performance issues in writing from the department or school. The Assistant Manager – Procurement will consult with the department or school to resolve any ongoing and/or escalating or unsatisfactory performance issues. If performance issues cannot be resolved, the Assistant Manager – Procurement may, with the Approval of the Superintendent of Corporate Services, terminate the Agreement.

Any Supplier (or its subcontractors) that is involved in unprofessional conduct (the nature of which the District will be the sole judge), a health and safety violation, criminally charged, or in dispute or litigation of any kind with the District, the District may terminate the Agreement with that Supplier. That Supplier may also be excluded from bidding at the discretion of the Assistant Manager – Procurement in consultation with the relevant Manager, and the Superintendent of Corporate Services where appropriate. The exclusion from bid participation shall not last longer than two years.

### **Cooperative Purchasing**

The District will participate in tenders and/or established Agreements administered by cooperative purchasing agencies involving school boards and/or governmental agencies whenever it is in the best interest of the District to do so.

### **Standing Orders**

A Standing Order is a Purchase Order issued to a Supplier for a specific timeframe (usually the school year) with a specified dollar figure.



Standing Orders are a means to purchase low value and miscellaneous operating supplies while reducing the need for centrally processed Purchase Orders.

Standing Order purchases will exclude furniture and equipment and shall be limited to a transactional value of less than \$5,000.00 (including shipping and other fees).

### **Confirmation Only Requisitions – Excluding Facility Services**

All Schools and Departments are required to enter Confirmation Only Requisitions when the purchase is over \$5,000.00. Schools and Departments may enter Confirmation Only Requisitions for purchases under this dollar value, however it is not required.

### **Confirmation Only and Equipment Requisitions – Facility Services ONLY**

The Facility Services Department is required to enter a Confirmation Only Requisition when the purchase is over \$10,000.00.

Purchases for equipment over \$5,000.00 shall be entered as a regular requisition. In the event that equipment over \$5,000.00 is procured without a Purchase Order, a Confirmation Only Requisition shall be entered.

### **Purchasing Credit Cards**

The purchase of goods utilizing P-Cards shall be in accordance with procedures outlined in the District's "*P-Card Program Cardholder Manual*".

### **Software Procurement**

Requests received in any manner for the purchase of software shall follow the Approval Authority Schedule and be approved by the Information, Communication Technology Manager.

### **Playground Equipment**

All play equipment being procured for installation on District property shall follow the Approval Authority Schedule and adhere to Administrative Procedure 544 Playground Equipment and Natural Play Spaces.

### **Furniture and Equipment**

The Purchasing Department will post furniture and equipment catalogues as items are tendered. If procuring outside of the posted catalogues, the Approval Authority Schedule shall be followed.

**LEGAL REFERENCES**

*Ontario Education Act*

*BPS Procurement Directive*

*BPS Expenses Directive*

*BPS Perquisites Directive*

*Canadian Free Trade Agreement (CFTA)*

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

*Bill 122, Broader Public Sector Accountability Act*

**RCDSB REFERENCES**

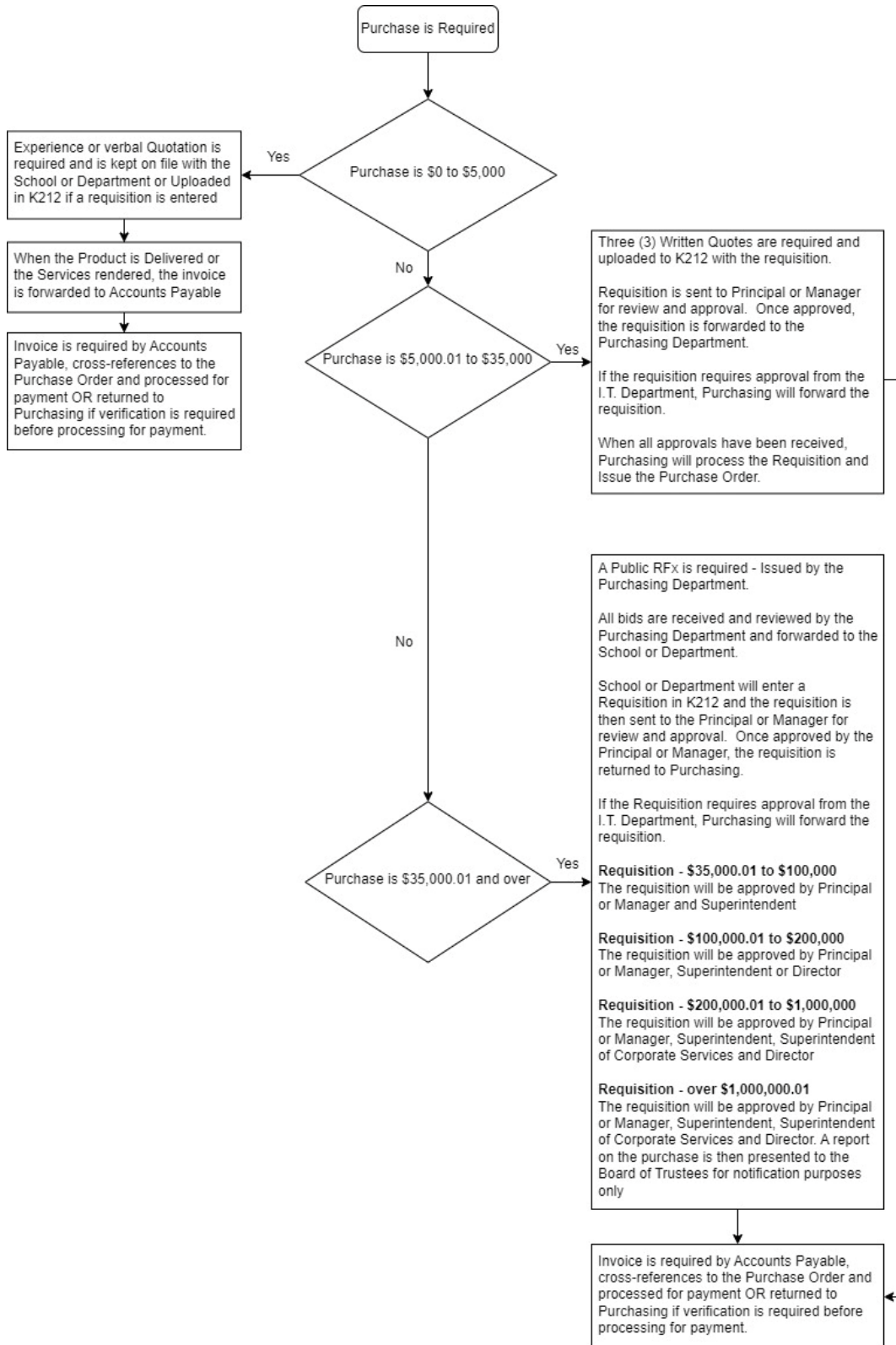
AP 544 Playground Equipment and Natural Play Spaces

P-Card Program Cardholder Manual

**Procedure History**

Approved:	2004; March 2007; February 2010; November 2012; March 2013; April 2018; June 2023
Reviewed:	November 2021
Revised:	March 2007; February 2010; November 2012; March 2013; April 2018; November 2021; June 2023

**Appendix A  
PURCHASING AND TENDERING – RCDSB  
(Excluding Facility Services)**



## Appendix B PURCHASING AND TENDERING – FACILITY SERVICES ONLY

