

PURCHASING POLICY AND ADMINISTRATIVE PROCEDURES



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PURCHASING POLICY & APPROVALS

1. Purchasing and Distribution Services shall be responsible for the purchase and supply of all materials, equipment and services required by the Board, except land purchases, insurance, employee fringe benefit contracts and miscellaneous petty cash and purchase card purchases.
2. Purchasing and Distribution Services shall not make any purchase on behalf of employees or members of the Board.

Musical Instrument Repair

3. Schools shall use only the vendors approved by the Board when purchasing repairs to musical instruments.

Legal Services

4. Prior to a Request for Proposal being issued for legal services, staff shall present a clearly defined selection process, including trustee participation, for the Board's consideration, and the participating trustee or trustees shall be appointed by the Board

Approval Authority

5. Contracts for consulting services up to \$50,000 shall be acquired using the Request for Quotation process and may be approved by the Director, or designate.
6. Contracts over \$50,000 for consulting services shall be acquired using the Request for Proposal process and approved by the Board prior to an award.
7. Where a sole-source consulting services contract exceeding \$50,000 is deemed necessary, the user department shall receive Board approval prior to an award.
8. Contracts over \$50,000 and up to \$175,000, exclusive of taxes, may be approved by the Director, or designate, and presented to the appropriate standing committee for information, except those undertaken by Facility Services.
9. Contracts over \$175,000 and up to \$250,000, exclusive of taxes, may be approved by the appropriate standing committee and presented to the Board for information.
10. Contracts over \$250,000, exclusive of taxes, shall be approved by the Board, except those undertaken by Facility Services

Facility Services Contracts

11. Contracts undertaken by Facility Services over \$50,000 and up to \$250,000 may be approved by the Director, or designate, and presented to the appropriate Board standing committee for information.
12. Contracts undertaken by Facility Services over \$250,000 and up to \$500,000 may be approved by the appropriate standing committee and presented to the Board for information.
13. Contracts over \$500,000 undertaken by Facility Services shall be approved by the Board.
14. The approval requirements in purchasing policy shall not apply in the event of an emergency which includes, but is not limited to situations where a risk to health and/or safety of students and/or staff exists, or situations where a risk exists of imminent damage to any of the Board's school sites, properties or facilities.
15. The Director, in consultation with the Chair of the appropriate standing committee, may call meetings to approve contracts during months where there are no scheduled meetings and report such approvals at the first scheduled Board meeting.

Collaborative Services

16. The Board is committed to working collaboratively with other boards and, where applicable, other public sector agencies, to develop cooperatives and shared services in a wider range of board operations.

Accountability

17. The Director shall present a report to the Board, in October of each year, outlining all collaborative ventures entered into by the Board during the previous fiscal year including the measurements and effectiveness of existing collaborative ventures.

Definitions

Consulting Services is defined as, but not limited to, those provided in the following categories:

1. Technical and Professional Consultants, (including architectural or engineering design, project supervision services, accounting, actuarial, appraisal, financial, etc.), who typically undertake activities for a defined assignment to assist managers in delivering services requiring the application of mandatory or essential technical skills by accredited professional or quasi-professionals,;
2. Management Consultants, (can be operational, administrative, organizational or policy in nature) who typically undertake planning, organizing and directing

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- activities to assist managers in analyzing management problems and recommending solutions for a defined assignment;
3. Systems Development Consultants, (can be analytical, project management, programming, testing or of an implementation nature) who typically undertake activities on a defined assignment to assist managers in developing and maintaining systems including information processing, telecommunications and office automation;
 4. Legal Consultants fees paid to legal firms;
 5. Research and Development Consultants investigative studies that provide the Board with increased knowledge or information;
 6. Creative Communications Consultants advertising, promotional, public relations and graphic design services;
 7. Other

Consultant is defined as any firm or individual providing time limited expertise, advice, or professional services that are not available from Board staff, either because it is not economical for the Board to hire staff for that purpose, or the work is not able to be accommodated internally in a timely fashion. Consulting services result in contracts (or other forms of agreement) and some are provided on a fee-for-service basis, others on a fixed-cost basis.

1.0 PURPOSE

The purpose of this policy manual is to make Toronto District School Board staff, customers and suppliers aware of the guidelines, which govern the planning, acquisition and management of supplies, equipment and services.

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

2.0 SCOPE OF RESPONSIBILITIES

Purchasing & Distribution Services is a section of the Business Services function of the Toronto District School Board that provides one centralized purchasing and distribution point. Its responsibilities include:

- The acquisition of supplies, materials, equipment and designated services;
- Provision of assistance in the tendering process, as required, for professional services, construction projects, insurance and employee fringe benefits contracts; and,
- Disposal of surplus equipment.

The Toronto District School Board's guiding principles are to focus on service to end customers; commitment to effective and efficient operations; openness to acceptance of customers and new members who will assist in meeting the Toronto District School Board's objectives; fairness in allocation of costs; and governance and management according to ethical purchasing and operating practices.

To achieve this overall objective, Toronto District School Board staff adhere to authorities, and controls set forth in this manual and related policy.

3.0 AUTHORITY

The School Board has delegated purchasing authorities as follows:

3.1 MANAGER, PURCHASING & DISTRIBUTION SERVICES

The Purchasing Manager in consultation with the originating Board Official may, unless there are explicit instructions otherwise, approve all contracts equal or less than \$50,000 (excluding any applicable tax).

3.2 DIRECTOR OF EDUCATION OR DESIGNATE(S)

The Director of Education or her(his) designate, unless there are explicit instructions otherwise, approve all contracts over \$50,000 and up to \$175,000 and all Facility related contracts up to \$250,000 (excluding any applicable taxes) and report such contracts to the appropriate Standing Committee for information.

3.3 TRUSTEE STANDING COMMITTEE

The appropriate standing committee may approve contracts in excess of \$175,000 and up to \$250,000 and all Facility related contracts up to \$500,000 (excluding PST and GST).

3.4 BOARD OF EDUCATION

The Board shall approve all contracts over \$250,000 and all Facility related contracts over \$500,000 (excluding any applicable taxes). All contracts for Consulting Services in excess of \$50,000 must be approved by the Board.

3.5 SPECIAL APPROVALS

The Director, in consultation with the Chair of the appropriate standing committee, or their designates may call meetings to approve contracts in excess of \$175,000 during months where there are no scheduled meetings, e.g. July and August, and report such approvals at the first scheduled Board meeting.

3.6 EMERGENCY REQUIREMENTS

The approval requirements in purchasing policy shall not apply in the event of an emergency which includes, but is not limited to situations where a risk to health and/or safety of students and/or staff exists, or situations where a risk exists of imminent damage to any of the Board's school sites, properties or facilities.

4.0 COLLABORATIVE PURCHASING

4.1 COLLABORATIVE SERVICES

The Board is committed to working collaboratively with other boards and, where applicable, other public sector agencies, to develop cooperatives and shared services in a wider range of board operations.

4.2 ACCOUNTABILITY

The Director shall present a report to the Board, in October of each year, outlining all collaborative ventures entered into by the Board during the previous fiscal year including the measurements and effectiveness of existing collaborative ventures.

5.0 PURCHASING METHODS

5.1 SYSTEMS CONTRACT AGREEMENTS

Before any external purchases are made, consider whether the requirements can be fulfilled through a Systems Contract Agreement (SCA). It is mandatory that the existing SCAs be utilized in order to take advantage of volume economies and honour our contractual obligations with our suppliers. A list of Systems Contract Agreements will be available in electronic form where possible.

5.2 LOW DOLLAR PURCHASES (UNDER \$3,500)

Low value purchases up to a \$3,500 limit may be made using Petty Cash and/or the Purchase Card System, except designated items and orders to foreign suppliers. Schools and departments may also issue Local Purchase Orders through SAP under the following conditions: a) That there is no Systems Contract Agreement covering the requested product or service; b) That the product is not available from the Board's Distribution Centre; and c) That the requested supplier is maintained in the SAP Vendor Master List.

5.3 UNIQUE PURCHASES (OVER \$3,500)

Purchases over \$3,500 not covered under a Systems Contract Agreement should be submitted to Purchasing & Distribution Services, in electronic form, for processing.

5.4 FOREIGN ORDERS

All orders to vendors outside of Canada, regardless of amount, must be submitted through Purchasing & Distribution Services to ensure that imported goods are properly cleared through Canada Customs.

6.0 COMPETITIVE PURCHASING

Supplies, equipment, and services must be acquired through a competitive process that ensures the best value for the funds expended to meet the specific needs and promote fair dealings and equitable relationships.

Appropriate terms, conditions, parameters, waiver options and approval requirements necessary must be established and documented. All requirements must be clearly articulated throughout a tendering process to ensure an open and transparent competition.

6.1 INFORMAL QUOTATIONS

Purchases with a value of less than \$10,000 may be made without formal bids. The Board may obtain competitive quotations by fax or telephone.

6.2 FORMAL QUOTATIONS

Purchases over \$10,000 but less than \$100,000 may be made using a standard Request for Quotation Form. The Board will obtain a minimum of three (3) competitive quotations.

6.3 SEALED TENDERS/REQUESTS FOR PROPOSALS

Purchases over \$100,000 will be made by Requests for Tender (RFT) or Requests for Proposal (RFP) and opened in public where practical. All RFTs and RFPs are posted on nationally accessible electronic bulletin boards.

7.0 NON COMPETITIVE PURCHASING

7.1 EMERGENCY PURCHASES

In case of emergencies, the Board has the authority to obtain goods and/or services in the most expedient possible manner regardless of the amount. Emergencies are defined as circumstances or situations beyond anyone's control which have the potential of affecting the health, life or safety of students or other personnel, or result in undue financial losses.

7.2 SINGLE AND SOLE SOURCE

Single and sole sourcing shall be used only in narrowly defined circumstances, such as:

- emergencies;
- to ensure compatibility with existing products, to protect exclusive rights such as copyright, patents or exclusive licences, or to maintain specialized equipment that must be maintained by the manufacturer or its representative;
- where there is no response to a call for tenders;
- where the supply of goods or services is controlled by a supplier that is a statutory monopoly;
- for research and development or production of a prototype;
- to maintain validity of warranties/guarantees;

Full documentation will be filed to support single/sole sourcing.

8.0 REQUISITION REVIEW

Purchasing & Distribution Services shall have the responsibility and authority to review specifications and sources within the following guidelines:

1. The requisitioner(s) and/or user committees and Purchasing staff shall be jointly responsible for developing a list of acceptable suppliers of a specific product or service whenever necessary, with the requisitioner being responsible for the technical aspects of the evaluation and Purchasing & Distribution Services being responsible for the financial and service aspects. Once a list of acceptable suppliers has been established, Purchasing & Distribution Services shall be responsible for selection of a supplier from that list that can best respond to the requirements of each particular order.
2. It shall be the responsibility of Purchasing & Distribution Services to review the specifications of each purchase requisition. This review shall include, but not be limited to:
 - requests for “single or sole source” purchases;
 - requests for goods of a quality that seem to be greater than required;
 - requests for goods of a quality that seem to be less than required;
 - requests for material which seems inconsistent with the requirement;

- requests that do not conform to established standards.

9.0 SPECIFICATIONS

The term “specifications” relates to the technical and descriptive requirements of a product and to its intended use or applications. Specifications assure that the proper quality level is purchased; that the item is suited to the intended use; and they assist in evaluating bids.

There are five major types of specifications:

- Work Statement: Describes the goals and objectives of what is to be accomplished and leaves the determination of the methodology and products or services needed to meet the goals and objectives to the supplier.
- Functional: Describes the customer’s application and the conditions under which the customer is applying the product or service.
- Performance: States the performance requirements expected of the end item when delivered and tested under the conditions set forth in the specification.
- Design: Describes a product or service that already exists.
- Process: Describes the method of attaining the acceptable end product or service.

Purchasing & Distribution Services reserves the right to conduct any test/inspection it may deem advisable to assure that supplies and services conform to the specifications.

9.1 STANDARDIZATION

Standardization is a management decision-making process that examines a specific common need or requirement and then selects a product or service that best fills that need to become the standard. Wherever possible, when more than one application exists for any equipment, product or service, a standard will be established.

9.1.1 INDUSTRY STANDARDS

An industry standard is a product that is manufactured to the same specifications by many firms. The key is the commonality of specifications among many competing firms.

Characteristics of an industry that is standardized include a large number of suppliers, manufacturing common products, often on highly specialized machinery, usually in large volumes. Such an industry is frequently quite competitive, and standard products are normally widely available. Also, the specialized machinery and large volumes typically ensure that such products are less expensive than similarly functioning custom products.

For these reasons, every effort should be made to select and specify industry standard products whenever possible.

9.1.2 SAFETY

Where applicable, certain equipment may be required to be equipped with three wire U-ground power cord.

9.1.3 CSA/HEPCO APPROVED

All electrical equipment must conform to the standard of the Electrical Safety Authority (E.S.A.) as same may be amended from time to time. Electrical equipment must be Canadian Standards Association (CSA), E.S.A., or Underwriters Laboratories of Canada (ULC) approved and is in accordance with all other related local, provincial and federal ordinances.

9.1.4 OCCUPATIONAL HEALTH & SAFETY ACT

Suppliers and/or contractors must comply with Occupational Health and Safety Act regulations. All employees and sub-contractors will have received health and safety training appropriate to their trade and will be able to provide proof (see also “Appendix A” attached).

9.1.5 WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM

In accordance with the Workplace Hazardous Materials Information Systems requirements, suppliers must submit current Material Safety Data Sheets for all “controlled” products.

“Controlled” products must bear an appropriate W.H.M.I.S. label on each container.

9.1.6 WORKPLACE SAFETY & INSURANCE BOARD

Suppliers and/or contractors shall comply and shall ensure that any sub-contractors (where applicable) will comply with the Workplace Safety & Insurance Board Act requirements. Contractors shall be held responsible for any sub-contractors where such are permissible by the Board.

Successful suppliers and/or contractors must provide a W.S.I.B. certificate of good standing before a contract can be awarded. Such certificate must be provided on or by each anniversary date of the contract each year that the contract is in place.

10.0 ENVIRONMENTAL PROTECTION

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Committed to liaising with school and community environmental groups and suppliers, the Toronto District School Board will strive to source, promote and support products and services that are environmentally sound.

The Toronto District School Board supports environmentally sensitive products and services. All criteria being equal, the Board will give preference to environmentally sensitive products and services. Consideration will be given to products and services that:

- are durable, reusable and contain maximum recycled content
- are competitively priced
- eliminate waste
- are purchased from local sources
- are independently recognized for meeting high environmental standards
- are purchased from manufacturers and suppliers that have a registered environmental management system
- meet health and safety standards
- meet or exceed Energy Star certification standards

11.0 SUPPLIERS

11.1 SOURCE LIST

The Toronto District School Board maintains a list of approved, qualified contractors that will be called upon to provide construction related services as required following a competitive process. Contractors that wish to be included in the list will be required to complete a Contractor Pre-qualification Form.

Following application and upon request by the contractor, Purchasing & Distribution Services will provide written confirmation that the supplier is on the source list, or indicate the qualification criteria not met by the applicant.

No Prequalified Vendor list is maintained for consumable products and non-construction related services. All requests for tenders are posted in electronic bulletin boards on the internet and it is the vendors' responsibility to access and review.

11.2 SUPPLIER SELECTION

PURCHASING POLICY AND ADMINISTRATIVE PROCEDURES

The selection of suppliers is the responsibility of Purchasing & Distribution Services and requires consideration of several factors.

In making the selection, the Purchasing Specialist will co-ordinate closely with other departments to obtain adequate and reasonable specifications. Whenever possible, identification of brand names, or sufficient detail, should be obtained to ensure that the order could be correctly filled.

Purchasing & Distribution Services will endeavour to place orders with regard to the dependability and service record of the supplier, the nature of the guaranty and warranty of the product, its price, and the quality. Preference (no priority is intended) should be given to the following types of suppliers, providing this involves no sacrifice in quality, service, or price:

- suppliers who meet mandatory requirements;
- suppliers located locally;
- suppliers with adequate financial strength who also have a reputation for adhering to specifications and delivery schedules.

11.3 SUPPLIER RELATIONS

The Toronto District School Board encourages partnership relationships with its suppliers. However, it is our policy to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all our dealings. At all times, applicable laws must be scrupulously observed. In this regard the following should be observed when dealing with suppliers and their representatives:

- accord prompt and courteous reception, as well as fair and equal treatment, to all suppliers and their representatives;
- guarantee the confidentiality of all specifications and price quotations made by suppliers (subject to the tender opening process and Freedom of Information restrictions);
- avoid putting supplier to unnecessary expense or inconvenience on returned goods;
- explain as clearly and fully as possible to suppliers the reason for rejections of their bids/proposals;
- remain scrupulously free from obligations to any supplier;
- keep informed about sources of supply, methods, services, and materials, and encourage their testing;

PURCHASING POLICY AND ADMINISTRATIVE PROCEDURES

- keep suppliers informed about Purchasing & Distribution Services customers' needs, on request;
- if, for any reason there is a re-quote, competitors will be given the same opportunity. Re-quoting will be restricted to an absolute minimum.

11.4 SUPPLIER OBLIGATIONS

Suppliers are expected to fulfil the following basic responsibilities:

- Handle all written and personal communications directly with Purchasing & Distribution Services unless otherwise instructed.
- Negotiate all approved purchasing contracts and all approved sales to the Toronto District School Board through Purchasing & Distribution Services only.
- Conduct negotiations ethically, without attempts to influence through offering personal gifts.
- Make available through Purchasing & Distribution Services all technical or engineering systems, policies or services that might improve present or future use of supplier's products and services.
- Advise Purchasing & Distribution Services of any new products or services as soon as such information is available.
- Avoid putting Purchasing & Distribution Services to unnecessary expense and inconvenience.
- Suggest ways and means of conducting joint efforts in research and development that might be of benefit to both organizations.
- Inform Purchasing & Distribution Services of changes in economic or other conditions that might affect purchasing or operating decisions.

11.5 SUPPLIER LITIGATION AGAINST THE BOARD

The Board will not conduct business with any supplier currently engaged in litigation against the Board.

12.0 PUBLIC TENDER/PROPOSALS

12.1 ADVERTISING OF TENDERS/PROPOSALS

All Requests for Tenders and Requests for Proposals will be advertised on nationally available electronic bulletin board systems. Suppliers will also be invited based on source lists, where possible. The Board does not guarantee the accuracy of any source list and encourages suppliers to view potential opportunities on Merx and Biddingo electronic bulletin boards on a regular basis.

12.2 SUBMISSION PROCEDURES

All tenders submitted must identify and comply with all specifications, and be submitted within the time specified in the tender document. It is the bidder's responsibility to ensure that the tender is received before the deadline.

Tenders must be legible, written in ink or typed, and must not be qualified by any statement that conflicts with the terms and conditions of the tender call. All tenders should be double-checked for accuracy and must be signed by an authorized representative.

Submissions must be complete and include delivery dates and schedules as required in the terms and conditions.

12.3 PERFORMANCE & BID BONDS

The appropriate performance/ bid bond, if required, must accompany the tender.

12.4 LAST DATE FOR SUBMITTING BIDS

Bidders are requested to submit the number of copies of the tender as specified in the particular tender document. The tender must be submitted on the enclosed form and in a sealed envelope clearly marked with the company name and delivered to, and received by, Purchasing & Distribution Services on/or before the date and time specified in the tender. Tenders will be deemed to have arrived by the stipulated date and time specified, as recorded by the date and time stamp equipment owned and operated by Purchasing & Distribution Services. No other date and time device will be recognized.

- Facsimile transmissions are acceptable, unless otherwise specified in the tender documents, according to the following guidelines:

the complete electronic submission must be received before the closing date and time specified on the tender document at the specified location/fax number;

fax bids are NOT accepted for tenders requiring deposits or bonds unless the deposit or bond is received prior to the tender opening;

if an electronic submission is received as an amendment to a tender already received, the latest time stamped document is the recorded bid.

- Tenders must be submitted on the prescribed forms properly signed along with a signed copy of the conditions of tender.

12.5 LATE BIDS

Late bids will not be considered and will be returned unopened to the bidder.

12.6 RIGHT TO CANCEL/PROCEED WITH PART

The Board reserves the right to reject any or all tenders at its sole discretion. In addition, the Board reserves the right not to proceed with a tender in its entirety or to proceed with only part of it, for any reason whatsoever, without any obligation or liability to any bidder.

12.7 NO LIABILITY FOR EXPENSES

The Board will not be responsible for, nor reimburse bidders for, any expenses incurred by any bidder in the preparation and submission of its tender.

12.8 INQUIRIES

Any bidder who has questions as to the meaning of any part of a tender or who believes the tender contains any error, inconsistency or omission should make an inquiry prior to the date specified requesting clarification, interpretation or explanation in writing to the Board. The inquiry should be addressed to the person specified in the tender document.

The Board reserves the right to distribute questions and answers to other bidders.

12.9 CHANGES TO TENDER/PROPOSAL DOCUMENT

Any changes or revisions will be issued as a formal addendum to all bidders.

12.10 IRREVOCABLE RESPONSE

The tender submitted is irrevocable by the bidder and will remain in effect and open for acceptance for a minimum period of ninety (90) days, unless otherwise specified, after the last day for the submission of tenders.

12.11 ONE TENDER/PROPOSAL

Each bidder may submit **only one** tender/proposal. Each bid may contain more than one option.

12.12 CHANGES TO BIDS

No alteration will be accepted after the specified closing time for submitting tender. However, the bidder may alter or withdraw its tender at any time before the closing time. The person authorized to sign on the bid must initial changes and/or corrections.

12.13 ORAL INFORMATION

No information given orally by the Board or by means of telephone will be binding nor will it be so construed as to change the requirements of a tender in any way.

12.14 PRICING

Price quoted/tendered must include all duties and excise taxes and be exclusive of Goods and Services and Provincial taxes or Harmonized Sales Tax. Prices must be quoted F.O.B. destination, unless otherwise indicated.

12.15 LOWEST PRICE

The bidder with the lowest quoted price will not necessarily be selected. While price is an important element in the selection process, it is to be clearly understood that there are many other factors that the Board will consider in examining tenders.

The Board intends to award contracts to bidders whose proposals are most acceptable from a credibility, contractual, and service point of view, and who also have the lowest total cost.

12.16 PARTNERSHIPS WITH OTHER INSTITUTIONS

It is the intent of the Board that other institutions be allowed to participate in contracts as a result of any tender or proposal issued by the Board. All interested organizations must agree to participate from the beginning of a particular tendering/proposal process, and continue to participate for the length of the contract period. All requirements must be submitted to the Board prior to the tender or proposal being issued.

12.17 COST RECOVERY ADMINISTRATION FEE

The Board may, in order to recover costs related to contract set-up and administration, require vendor(s) to charge an administration fee to other organizations that are permitted to use Board contracts.

12.18 INFORMATION DOCUMENTS

All requirements, designs, documentation, plans and information documents obtained by the bidder in connection with a tender are the property of the Board and must be treated as confidential and not used for any other purpose than replying to the tender and the fulfilment of any subsequent contract. Upon request of the Board, all such designs, documents, plans and information shall be returned to the Board.

12.19 AWARD TO MORE THAN ONE BIDDER

The Board reserves the right to award the contract to one bidder or as many bidders as deemed necessary to fulfil the anticipated requirements of the contract.

12.20 MINOR IRREGULARITIES

The Board reserves the right to consider any tender that may contain minor irregularities.

12.21 APPROVALS OF TENDERS/PROPOSALS

Approvals of tenders will be made by the appropriate requisitioner depending on the value of the contract (refer to the “Authority” section of this manual).

12.22 EVALUATION OF TENDERS/PROPOSALS

Bids will be evaluated according to all relevant criteria contained in each particular tender/proposal. The Board intends to evaluate tenders based on price, product quality and past performance, delivery and payment terms or any combination thereof, at its sole discretion. The Board reserves the right to evaluate pricing offered based on the combined total cost of the items tendered **or** separately.

Evaluation of tenders/proposals may include:

- bid is appropriately received;
- bid meets all mandatory requirements;
- bid meets optional/desirable requirements;
- schedule compliance;
- skills/experience/capability;
- price/quality/value analysis.

Life Cycle Costing:

Life cycle costing is a decision approach to capital investments. This type of evaluation takes into consideration the total cost of performing the intended function over the lifetime of the task or piece of equipment. Such considerations could include frequency of repair, downtime cost, skilled labour required, material waste, energy use, length of useful life and salvage value/disposal costs.

- Tenders/Proposals will be evaluated based on bidder "responsiveness" and "responsibility" according to the following criteria:
- Responsive Bidder - means one who submits a bid which conforms in all material respects to the invitation for tender.
- Responsible Bidder - means one who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

12.23 AWARD OF TENDERS/PROPOSALS

Upon request of the Board, 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.

The award of any tender/proposal or any part thereof will be made in writing and may be subject to the Successful Bidder entering into a contract and Performance Bond that is satisfactory to the Board. Provided however, and it is expressly understood and agreed, that upon the acceptance of the tender by the Board, the said Tender shall, with the said Conditions, Specifications and Form of Tender, constitute a valid and binding contract whether or not a formal contract and bond with sureties be required. If it appears to the Board that the tender will be adversely affected because timely signing of a contract acceptable to the Board will not take place, the Board reserves the right to award the contract to the next ranked qualified bidder.

On request, unsuccessful bidders will be provided with the name of the successful bidder, the overall bid price and reasons for non-acceptance of the unsuccessful bid. Any information provided must comply with the Freedom of Information and Protection of Privacy Act.

12.24 AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS

To maintain the integrity of the tendering process, all potential bidders are requested to submit a signed “Agreement to Abide by the Established Process” form with all tender/proposal documents.

The following ground rules cover this process:

- All communications must be communicated through the individual designated and authorized by the Board.
- There must be no communication with respect to the tender/proposal processes between board staff other than designated staff and any representative of a potential supplier.
- Any and all information made available by the Board to one supplier will be made available to all.
- Any attempt to contact persons other than the designated representatives regarding a tender/proposal, or any action or violation of the above requirements, will be grounds for disqualification.

12.25 TIE LOW BIDS

Should tie low bids be received on any item or list of items with other things being equal, the Board will take into consideration the nature of the service given by any or all of the bidders concerned in any previous dealings they may have had with the Board. Under no circumstances will the Board permit subdivision of orders to tie bidders.

13.0 COMMON PURPOSE PROCUREMENT

Common Purpose Procurement (CPP) is a competitive procurement process for selecting private sector partners to work closely with the Board to identify, design, develop and implement new ways of service delivery to meet specific client needs.

The CPP process may be used for both information technology and other complex business projects, but only in the defined circumstances outlined below where traditional procurement processes do not work well:

- detailed requirements and potential solutions are not sufficiently defined for the selection of a vendor to be based on lowest evaluated cost; or

- the Board does not have the appropriate mix of time, money and skills to develop its own solution, and therefore requires private sector expertise and resources to work with the Board in a multi-stage process to achieve the desired business result.

A project using the CPP process must possess all the following features:

- a strong common cause for mutual gain;
- a defined business problem or opportunity, project scope and set of desired business results;
- a sharing by both the vendor and the Board of the risks, investment and rewards of the project;
- a Board team experienced in project management and willing and able to work with vendors in a collaborative peer-to-peer relationship.

CPP uses a two-stage evaluation process to select a vendor-partner.

1. Vendors submit brief written proposals in response to an RFP. The proposals are evaluated based on the vendor's demonstrated experience and expertise, approach, and willingness to share risks, investment and rewards of the project.
2. Short lists of vendors make oral presentations to provide details, demonstrate why they should be selected and why they want to be selected.

The successful vendor is chosen by consensus on the basis of the oral presentation. The evaluation team must be comprised of both interested and impartial staff to ensure that there is no real or perceived bias.

14.0 CONTRACTS

A contract is an agreement entered into by the Board and the supplier. For a contract to be legal and enforceable, both an offer and an acceptance, with identical terms, are required.

Contracts have, in general, the purpose of establishing firm relationships with desirable suppliers, assuring supply, establishing pricing mechanisms, and other terms of trade. There are several types of contracts frequently used to formulate buyer-supplier agreements, each with different objectives and applications.

15.0 INVOICING

The Board will have full responsibility for payment of all invoices related to the purchase of goods and services completed by, or arranged through the Board. Payment for goods/services will only be made following evidence of receipt by end-users.

Only original invoices will be processed for payment.

Unnecessary pre-payment for goods/services is prohibited.

15.1 ELECTRONIC FUNDS TRANSFER

Successful bidders will be required to participate in a direct deposit system (electronic funds transfer) as the only acceptable method of payment to the Board's suppliers. The benefits to our suppliers include increased security and improved efficiencies by eliminating delays in handling and processing of cheques. This also means that suppliers will receive payment sooner.

16.0 INSPECTIONS AND DEFECTS

Accurate specifications help to assure receipt of proper quality and service. The Board attempts to secure the best quality for the intended purpose and is expected to work with customers to obtain adequate specifications that are:

- simple, clear, and exact so that a supplier clearly understands them;
- capable of being checked, including a description of the inspection methods to be used, where applicable;
- reasonable in tolerances;
- capable of being met by several bidders;
- flexible, to encourage suppliers to suggest cost-saving alternatives or substitutes.

Sound receiving and inspection policies mark the starting point for preserving the Board's rights against suppliers and are essential to successful settlement of claims for shortages or damages to shipment. Early detection of defects or obvious failures to comply with specifications will permit the Board to secure a replacement at the supplier's expense and put the Board in a more favourable position if a claim develops.

16.1 MATERIAL RETURNED TO SUPPLIER

Occasionally it becomes necessary to return materials ordered because the goods are no longer required, excess material was ordered, or the material as received is not acceptable.

A request for the return of goods will be directed through the Board. The Board will identify each item being returned, and the original purchase order number and original supplier. The return of goods will be negotiated and any restocking charges or other damages due the supplier will be charged back to the department originally cited. The suppliers will promptly process invoice credit for payments already made.

16.2 FAILURE TO PERFORM

In the event of failure, neglect or refusal by the successful bidder to make such deliveries and/or provide services as required, the Manager of Purchasing & Distribution Services, upon giving three (3) days notice of its intent to terminate, shall have the right to terminate such contract and proceed to purchase the products/services required from any source and may hold the delinquent supplier liable for any additional costs incurred in the redirection of such contract.

16.3 WAIVER OF CONTRACT PROVISIONS

Any failure of the Board to insist upon strict performance of any one or more of the provisions of a contract shall not be construed as a waiver of that or any other provision, or as a waiver of any claim the Board has to damages or for other relief due to any prior or subsequent breach or with respect to termination.

16.4 DISPUTE RESOLUTION

Where a dispute arises, every effort will be made to resolve it with the designated Purchasing staff indicated in the bid document.

16.5 APPEALS

In the event that a Proponent wishes to review the decision of the Board in any respect of any material aspect of the RFT/RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Manager of Purchasing Services within 10 days of such a debriefing. Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;

- b) a specific description of each act alleged to have breached the procurement process;
- c) a precise statement of the relevant facts;
- d) an identification of the issues to be resolved;
- e) the Proponent's arguments and supporting documentation; and
- f) the Proponent's requested remedy

The Manager will respond, in writing, to the Proponent within 10 Days of receiving the protest. The Manager's decision, in consultation with the Assistant Comptroller – Administrative Services, shall be considered final and conclusive.

16.6 DEBRIEFING SESSIONS

Unsuccessful Proponents are encouraged to request a debriefing session from the RFP-RFT coordinator, following recommendation of contract award notification. The purpose of the debriefing is to discuss the RFT/RFP process that was followed and provide Proponents with suggestions for improvement.

17.0 LOCAL PREFERENCES

Notwithstanding any inter-provincial or federal agreements, preference will be given as follows:

17.1 LOCAL

If all factors, quality, service and price are equal, the Board will purchase equipment, supplies and services from the supplier who maintains a business office or manufacturing plant within the Board's jurisdiction.

17.2 ONTARIO

After local preference, the Board will, all factors such as quality, service and price being equal, purchase equipment, supplies and/or services from a supplier who maintains a business office or manufacturing plant in Ontario.

17.3 CANADA

After provincial preference, the Board will, all factors such as quality, service and price being equal, purchase equipment, supplies and/or services from a supplier who maintains a business office or manufacturing plant in Canada.

17.4 TRADE AGREEMENTS

Procurements coming within the scope of either Chapter 5 of the Agreement on Internal Trade or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such documents, although the rights and obligations of the parties shall be governed by the specific terms of the RFT/RFP. For more information, please refer to the Internal Trade Secretariat website at www.ait-aci.ca or to the Trade and Cooperation Agreement between Quebec and Ontario at:

<http://www.marcan.net/assets/trade%20arrangements/Quebec-Ontario%20Trade%20and%20Cooperation%20Agreement%20English.pdf>

18.0 PURCHASING LAW

Every Buyer should have sufficient knowledge of the law to enable him/her to understand the relationship between himself /herself and the Board, and the legal consequence of the acts that the Buyer performs in the Board's name.

Acts of the Board staff are binding upon the Board within the limits of their authority.

The Board employee and those who are delegated Purchasing authority represent the Board in buying transactions and are governed by the law of agency.

So long as the Buyer acts within the scope of "expressed authority" and is not negligent, dishonest, or acting in bad faith, the Buyer is not likely to become personally liable for such actions. Personal liability may occur, however, if the scope of business authority is exceeded.

19.0 CODE OF ETHICS

The Board abides by the Purchasing Management Association of Canada's code of ethics and guiding principles.

19.1 VALUES OF ETHICAL BEHAVIOUR

- Maintain an unimpeachable standard of integrity in all business relationships both inside and outside the Board.
- Foster the highest standards of professional competence.
- Optimize the use of resources for which each person is responsible so as to provide the maximum benefit to the Board.

- Not using one's position for personal benefit, rejecting and denouncing all business practice that is improper.
- Conform to the laws of Canada.

19.2 NORMS OF ETHICAL BEHAVIOUR

- To consider first, the interest of the Board in all transactions and to carry out and believe in its established policies.
- To be receptive to competent counsel from colleagues and be guided by such counsel without impairing the responsibility of one's position.
- To buy without prejudice, seeking to obtain the maximum value for each dollar of expenditure.
- To strive for increased knowledge of the materials and processes of manufacture, and to establish practical procedures for the performance of responsibilities.
- To participate in professional development programs so that one's purchasing knowledge and performance are enhanced.
- To subscribe to and work for honesty in buying and selling and to denounce all forms of improper business practice.
- To accord a prompt and courteous reception to all who call on a legitimate business mission.
- To counsel and assist fellow purchasers in the performance of their duties.
- To co-operate with all organizations and individuals engaged in activities which enhance the development and standing of purchasing and materials management.

19.3 RULES OF CONDUCT

- Any personal interest that may impinge or might reasonably be deemed by others to impinge on a Board employee's impartiality in any matter relevant to his or her duties should be immediately declared to his or her employer.
- The confidentiality of information received in the course of duty must be respected and should not be used for personal gain; information given in the course of duty should be true and fair and not designed to mislead.
- While considering the advantages to the Board employee of maintaining a continuing relationship with a supplier, any arrangement which might prevent the effective

operation of fair competition should be avoided.

- No employee shall knowingly participate in acts of discrimination or harassment towards any person with whom he or she has business relations.

20.0 CONFLICT OF INTEREST

Board staff abide by the Conflict of Interest guidelines of the Toronto District School Board. These policies apply to all union and non-union, permanent and temporary employees (see also “Appendix B” attached).

20.1 DEFINITION

A “Conflict of Interest” exists where the decisions made and/or the actions taken by the employee in the exercise of the employee’s duties could be affected by:

- the employee’s personal, financial or business interests; or,
- the personal, financial or business interests of relatives, friends or associates of an employee.

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 Board’s interest.

20.2 EMPLOYEE RESPONSIBILITY

An employee is ultimately responsible and accountable for using good judgement in the exercise of the Board’s duties and must:

- disclose conflicts of interest to his or her department supervisor or designate in writing; and,
- avoid situations which may present conflicts of interest while dealing with persons or organizations doing business or seeking to do business with the Board.

Situations which might result in a conflict of interest include, but are not limited to:

- engaging in outside employment;
- having access to confidential information;
- accepting favours or gratuities from those doing business with the Board.

20.3 FAVOURS AND GRATUITIES

The image and integrity of the employee and the Toronto District School Board must be preserved at all times. Only the acceptance of infrequent and reasonable hospitality, or business gifts of a small intrinsic value is allowed. The frequency and nature of gifts or hospitality accepted should not be allowed whereby the recipient might be influenced or might be deemed by others to have been influenced in making a business decision as a consequence of accepting such hospitality or gift. The absence of actual and perceived influence is of particular importance leading up to and during the tendering and/or proposal process for a product or service.

20.4 DISCIPLINARY ACTION

An employee who fails to act in accordance with the provisions of this manual will be subject to appropriate disciplinary action including termination of employment. The School Board, the public, and the business community must have confidence in the integrity of the Board employees.

21.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Freedom of Information and Protection of Privacy Act, 1999 (Ontario) applies to information provided to the Board by a Bidder. The Bidder should identify any information in its RFT/RFP response or any accompanying documentation supplied in confidence for which confidentiality is maintained by the Board. The confidentiality of such information will be maintained by the Board, except as otherwise required by law or by order of a court or tribunal. Bidders advised that their RFT/RFP proposals, will, as necessary, be disclosed on a confidential basis, to the Board's Evaluation Team for the purpose evaluating or participating in the evaluation of their bid responses.

By submitting any personal information requested in the RFT/RFP, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management purposes.

Any information submitted by any vendor that is to be considered confidential must be clearly marked as such.

22.0 YEAR END CUT-OFFS

The Board will co-ordinate year-end cut-off dates to facilitate product availability, and year-end deliveries for schools and administrative departments.

23.0 DISPOSAL OF SURPLUS EQUIPMENT

The responsibility for disposing of equipment deemed surplus lies with Purchasing & Distribution Services. The Manager of Purchasing & Distribution Services, in consultation with the Comptroller of Administrative Services, shall have the authority to sell, exchange, or trade-in goods declared surplus to the Board's needs. Disposal of surplus goods shall only be by means of public auction, tender or quotation.

Where items have been declared surplus and are determined by the Manager of Purchasing & Distribution Services to have little or no value, the Manager of Purchasing & Distribution Services, in consultation with the Comptroller of Accounting, shall have such items scrapped.

24.0 DEFINITIONS

APPEAL

A referral to a person or authority for a final settlement to a controversial decision.

BID

A quotation, given on request, usually in competition with other suppliers. An offer to sell specific goods or services to a particular buyer at a specified price.

BID BOND

A form of insurance guarantee for the buyer that the supplier will accept the purchase contract; perform according to specifications; or remove the risk for the buyer against liens that may be granted to suppliers.

BIDDER

A supplier who submits a bid.

BOARD

The Toronto District School Board.

BUYER

An individual whose functions may include supplier selection, negotiation, order placement, follow-up, measurement and control of supplier performance, value analysis, evaluation of new materials and processes.

COMMON PURPOSE PROCUREMENT

A competitive procurement process for selecting private sector partners to work closely with the Board to identify, design, develop and implement new ways of service delivery to meet specific client needs.

COMPETITIVE PROCESS

Supplies, equipment, and services must be acquired through a competitive process that ensures the best value for the funds expended to meet specific needs and promotes fair dealings and equitable relationships.

CONFIRMATION

A notice used by a supplier to advise a purchaser that an order has been received. It may constitute acceptance of the order.

CONTRACT

An agreement between two or more competent people to perform or not to perform a specific act or acts. A binding contract has six essential elements: - *offer, acceptance, consideration, intention, legality and capacity*. Acceptance may be either in writing or by performance, unless the offer requires that acceptance be in writing.

CONTRACTOR

A contractor can be defined as a firm who undertakes a contract issued by the Toronto District School Board to perform or supply a specific service as outlined in the contract. A contractor will be responsible for executing the requirements of the contract to the satisfaction of the Board within the specified terms and conditions and will have direct responsibility for the actions of its sub-contractors.

CONTROLLED PRODUCT

A product designated as hazardous under the Workplace Hazardous Materials Information Systems act.

COST RECOVERY ADMINISTRATION FEE

A fee that may be charged to public organizations that are given permission to use and access a contract for goods and/or services established by the Board.

CUSTOMER DEPARTMENT

The department that needs the goods and services, and usually originates the request.

DISPUTE

A disagreement between buyer and supplier or potential supplier regarding the obligations of a contract or the process leading to a contract.

EMERGENCY

Emergencies are defined as circumstances or situations beyond anyone's control which have the potential of affecting the health, life or safety of students or other personnel, or result in undue financial losses.

F.O.B.

“Free on Board”, a term used to indicate that transfer of ownership of shipped goods from the supplier to the buyer takes place when the goods are received at the buyer's designated delivery site.

GUARANTY

The action or act of undertaking to be answerable for the performance of another.

LEASE

A contract conveying from one person or business entity (lessor) to another (lessee) for real estate or personal property for a specific term in return for specified compensation.

LIFE CYCLE COSTING

A decision approach to capital investments. This type of evaluation takes into consideration the total cost of performing the intended function over the lifetime of the task or piece of equipment.

MSDS

Material Safety Data Sheet as required under the Workplace Hazardous Materials Information Systems act.

MEMBERS

Organization that obtains procurement services through the Toronto District School Board's Purchasing & Distribution Services for a fee-for-service agreement.

NOMINAL VALUE

Relating to insignificant dollar value.

PROCUREMENT

The act of obtaining goods or services that includes the concepts of purchasing, leasing and renting.

PROPOSAL

A vendor description of an approach to providing a product or service including the price, terms and conditions of its supply.

PROTOTYPE

An original or model design or concept.

PUBLIC TENDER

A tender that is advertised in the media (newspaper, or EDI), where all potential suppliers may respond.

PURCHASE CARD

A card issued to authorized customers that is used to purchase low cost goods.

PURCHASE ORDER

The primary written communication tool between buyer and supplier. PO's are frequently used to convey offers to suppliers, accept offers from suppliers, to confirm already existing verbal contracts and to otherwise formalize a purchase transaction with a supplier.

PURCHASE REQUISITION

An internal form used to request the purchase of goods or services.

QUALIFIED SUPPLIER

Firms or individuals who are placed on a source list because they meet certain criteria.

QUOTATION

An oral, written, or electronically transmitted offer or price specifically given upon request, usually in competition with other vendors.

RECIPROCAL NON-DISCRIMINATION

PURCHASING POLICY AND ADMINISTRATIVE PROCEDURES

An Agreement where there is no discrimination between goods and services, including construction contracts, from suppliers, construction contractors or sub-contractors from one province or region to another.

RELEASE

A communication between a designated client and a supplier that authorizes release of goods or services to the client from a previously negotiated contract.

REQUEST FOR INFORMATION (RFI)

Used when you wish to acquire information about a vendor and/or a particular kind of service. With this method, you are not actually purchasing anything, you are acquiring information.

REQUEST FOR PROPOSAL (RFP)

A solicitation of price proposals from qualified suppliers to supply complex products, services, or provide alternate options or solutions to resolve an issue or a technical, professional or management problem.

REQUEST FOR QUOTATION (RFQ)

A written offer or price specifically given upon request, usually in competition with other vendors.

REQUEST FOR TENDER (RFT)

A formal written request for price submissions, normally accompanied by generic descriptions, performance specifications, and specific terms and conditions of supply. A request for tender may be by invitation to selected potential sources of supply based on supplier capabilities.

RESPONSIBLE BIDDER

Responsible Bidder - means one who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

RESPONSIVE BIDDER

Responsive Bidder - means one who submits a bid which conforms in all material respects to the invitation for tender.

SINGLE SOURCE

A term used when, usually due to emergency circumstances, only one

supplier is approached for a particular good or service.

SOLE SOURCE

A term used where there is no competition because there is only one known source of supply for a particular product or service.

SOURCE LIST

A selection of qualified suppliers for goods and services based on specifications and standards established by the Board.

SPECIFICATIONS

A detailed description of the goods or services required that may include physical, chemical, performance and other characteristics.

STANDARDIZATION

A process that examines a specific common need or requirement and then selects a product or service that best fills that need to become the standard.

SUPPLIER

A firm or individual that can provide goods or services required.

SYSTEMS CONTRACT AGREEMENT

A Systems Contract Agreement is a method of supply which provides schools and administrative departments with direct access to sources of supply for goods and services at pre-established prices or pricing arrangements and fixed terms and conditions for specific periods of time on an “as and when required” basis.

TERMS & CONDITIONS

All the provisions and agreements of a Request for Tender/Proposal or a contract.

VALUE ADDED

An element that is considered during the bid evaluation process which would add worth to a contract.

WARRANTY

An undertaking either expressed or implied that a certain fact regarding a particular matter of a contract is true or will be true.

APPENDIX A - PURCHASING SPECIFICATIONS - OCCUPATIONAL HEALTH AND SAFETY

Introduction

The Board is committed to provide the appropriate equipment, material, supplies and services at the right quality, quantity and price. The Board is also committed to ensuring that all equipment, material, supplies and services it provides for employees and students comply with all the legislated requirements in the Acts and Regulations pertaining to health, safety and the environment. To ensure a consistent approach is maintained, the Board has endorsed a centralized purchasing system.

Purchases through Purchasing & Distribution Services

The Purchasing & Distribution Services Department has an important role to play in safety and environmental standards because its staff are in a unique position to make sure that all safety and environmental aspects are adhered to for everything they order. This is especially true for all items stocked in the Distribution Centre where everything is received and inspected prior to delivery to students and/or staff.

All tenders issued by Purchasing & Distribution Services in support of schools, administrative departments and Facility Services include specifications and evaluation criteria as well as environmental and health and safety factors where applicable. These may include requirements pertaining to:

- products containing chemicals (WHMIS);
- ventilation requirements;
- guards for equipment;
- electrical standards;
- allergenic agents;
- emissions;
- noise levels;
- glare;
- flammability rating;
- weight
- training support, and,
- ergonomic considerations for furniture and equipment.

Purchasing & Distribution Services works closely with the users, the Occupational Health & Safety Office and suppliers to ensure products and services used in Board facilities are used safely and seek safer substitutes wherever possible.

Local Purchases

It is the Board's expectation that all employees maintain the same high standards when considering purchases of any and all products for use in Board facilities through the Local Purchase Order, Purchase Cards and/or Petty Cash processes.

When purchasing chemicals and/or other products through any of the above local processes, staff must give consideration to the following:

- Obtain MSDS from the suppliers where required; and,
- Purchase enough chemicals for the immediate need to avoid storage hazards and high disposal costs.

Donations

Donated articles must conform to the same standards as newly purchased items and consideration must be given to any potential health and safety risks before being accepted and used in any Board facility. Schools may contact the Occupational Health & Safety Office and/or the Purchasing & Distribution Services Department for assistance.

APPENDIX B - CONFLICT OF INTEREST

The Education Act, Section 217 states:

1. No teacher, supervisory officer or other employee of the board or of the Ministry shall, for compensation of any kind other than his or her salary as such employee, promote, offer for sale, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any board, provincial school or teachers' college, or to any pupil enrolled therein;
2. Subsection 1 does not apply to a teacher, supervisory officer or other employee of the board in respect of a book or other teaching or learning materials of which he or she is an author where the only compensation that he or she receives in respect thereof is a fee or royalty thereon.
3. No person or organization or agent thereof shall employ a teacher, supervisory officer or other employee of the board or of the Ministry to promote, offer for sale or sell, directly or indirectly any book or other teaching or learning materials, equipment, furniture, stationery or other article to any board, provincial school or teachers' college, or to any pupil enrolled therein, or directly or indirectly give or pay compensation to any such teacher, supervisory officer or employee for such purpose.
4. Every person who contravenes any provision of subsection (1) or (3) is guilty of an offense and on conviction is liable to a fine of not more than \$1,000.

Section 286(4) states:

“Except as otherwise provided by this Act or the regulations, a supervisory officer shall not, without the approval of the Minister, hold any other office, have any other employment or follow any other profession or calling, during his tenure as a supervisory officer.”

Recommended Procedures on Conflict of Interest:

1. Employees of the Board shall not sell any materials, supplies or service to the Board that by a company in which they have direct or indirect interest.
2. Employees of the Board shall not purchase or recommend that any materials, supplies or service be purchased on behalf of the Board from a company in which a Board Employee has a direct or indirect interest.
3. Employees of the Board who are in a position to hire, full-time, part-time, occasional, contract or summer staff/students will not hire members of their immediate or extended family to work for them directly.

PURCHASING POLICY AND ADMINISTRATIVE PROCEDURES

4. Employees of the Board may only accept infrequent and reasonable hospitality, or business gifts of a small intrinsic value. The frequency and nature of gifts or hospitality shall not be allowed to be such that the recipient might be, or might be deemed by others, to have been influenced in making a business decision as a consequence of accepting such gift or hospitality. The absence of actual and perceived influence is of particular importance leading up to and during the tendering and/or proposal process for products and/or services.
5. Employees of the Board shall not engage in any outside work or undertaking that: interferes with the performance of his/her duties for the Board; occurs during the individual's normal working hours; would otherwise constitute full time employment.
6. Employees of the Board shall not use or lend Board property of any kind for activities not associated with the discharge of their responsibilities without the prior approval of their superordinate;
7. Employees of the Board shall not give preferential treatment to relatives, personal friends or to organizations in which they or their relatives or friends have an interest, financial or otherwise;
8. Employees of the Board shall not release to unauthorized persons information related to personnel matters, matters under negotiation, litigation or potential litigation or any other confidential information to which they have access only by virtue of their employment, where the release of the information may be prejudicial to the Board or potentially infringe on the privacy of others;
9. Employees of the Board shall not, during or after their employment with the Board, use their positions or knowledge derived there from, confidential information, Board time and/or facilities, for their personal or private financial gain or other benefit or for that of their friends, relatives or private associations (special interest groups, etc.) or harm the Board in any way.

Tutoring

It is not considered appropriate for teachers to tutor their own students for pay, but there is no objection to their tutoring students from other schools when requested to do so. Neither Principals nor teachers should take the initiative in suggesting that students obtain private tuition. The name of a tutor may be suggested if requested by the parent/guardian of the student(s).