

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST POLICY MANUAL

<p>SECTION 3.1: FINANCE</p> <p>TITLE: PURCHASING POLICY</p>	<p>Policy Code 3.1.6</p> <p>Page 1 of 1</p> <p>REGULATIONS YES</p> <p>PROCEDURES YES</p> <p>MANUAL YES - PURCHASING GUIDELINES</p>
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POLICY STATEMENT

WHEREAS, District School Board Ontario North East recognizes that a high standard is expected of a public body when purchasing goods and services;

and the Board recognizes the need to provide in the most effective, efficient and economical manner, materials, supplies and services that will be available at the proper time, in the proper place, in quantity, quality and price consistent with requirements of the Board.

BE IT THEREFORE RESOLVED:

That the Board will use the Purchasing Procedures described in this policy supported by the Supply Chain Guidelines of the Ministry of Finance, Version 1, dated April 2009.

1st READING:	June 19, 2007	Motion #	3054-07
2nd READING:	June 19, 2007	Motion #	3054-07
3rd READING & APPROVAL:	June 19, 2007	Motion #	3054-07
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DISTRICT SCHOOL BOARD ONTARIO NORTH EAST

PURCHASING PROCEDURES

SCOPE

The authority to issue a purchase order in the name of District School Board Ontario North East shall be delegated to the Manager of Financial Services.

The Manager of Financial Services and/or his/her delegate is authorized to approve and sign all purchase orders on behalf of the Board.

The scope of these procedures do not cover the purchase of real estate, contracts for the construction of new school buildings or additions to existing schools, transportation, insurance consultants, legal, audit and medical services.

CODE OF ETHICS

All Board employees involved in any aspect of purchasing or other supply chain related activities must comply with the following Supply Chain Code of Ethics:

a) **Personal Integrity and Professionalism**

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

b) **Accountability and Transparency**

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

c) **Compliance and Continuous Improvement**

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

SEGREGATION OF DUTIES

Budget(s) – authorized and approved by the Board on an annual basis. The budgets are forwarded/allocated to originators (School Administrators/Department Managers).

Requisition(s)/Commitment(s) – authorized by the budget holder (Schools/Departments) and forwarded to the Purchasing Department for acquisition purposes.

Receipt(s) – authorized by the budget holder (Schools/Departments) and forwarded to Purchasing for receiving purposes. Purchasing verifies pricing and matches receipts to Invoices.

Payment(s) – Accounts payable processes the invoices for payment.

RESPONSIBILITIES

The Manager of Financial Services shall not order goods or services that have not been provided for in the budgets for each school or department unless authorized by the Director of Education or Superintendent of Business. However, the onus is on the requisitioning authorization to ensure that goods and services are properly approved and that funds are available

The Manager of Financial Services shall be responsible for the issuing of quotations and tenders. The requisitioning personnel shall supply Purchasing with specifications that are definitive as to require quality and/or function and such details and information as may be required in the calling of quotations, tenders, proposals and the placing of orders.

The Manager of Financial Services shall be responsible for all vendor contacts, maintaining good business relations and the conduct of negotiations with vendors. In cases where technical details are necessary, the using department may correspond with suppliers.

The Manager of Financial Services shall, whenever possible, promote and co-ordinate standardization of goods with the co-operation of principals and heads of departments, and he/she shall advise on and approve the practicability of specifications to ensure a maximum number of competitive bids and vendor's ability to supply.

Purchasing personnel are to inform schools or departments whenever the quantity or specifications of materials ordered are inconsistent with sound purchasing practices or market conditions.

The Manager of Financial Services, where beneficial to the Board, may participate with another board, institution or government body in co-operative purchasing plans.

The Manager of Financial Services or another responsible official of the Board may authorize a direct purchase of goods or services as a result of an operating breakdown after normal hours, weekends and holidays.

OPERATIONAL PROCEDURES**Purchase Requisitions/Orders**

Purchase requisitions, in the electronic form provided, shall be prepared and authorized by the Director, Superintendent, Manager or Principal in charge of the specific budget. Upon approval, the requisition will be forwarded to the Manager of Financial Services or designate to review.

Any purchase requisition is subject to scrutiny and may be returned to the originator for further information or if there are insufficient funds in the budget.

Approved requisitions will be processed into purchase orders and posted to the applicable budget.

If for any reason a purchase order is to be cancelled, the originator shall, in writing, notify the Manager of Financial Services and give the purchase order number and reasons for cancellation. The Manager of Financial Services may also cancel an order and shall notify the originator of such decision.

All purchase orders are cancelled after 30 days unless an extension has been approved by the Manager of Financial Services and agreed upon with the supplier.

No purchase orders will be issued for personal items for trustees, appointed officials or employees of the Board except where purchases are fulfilling the terms of a union contract, the materials will be for the use of the Board, or the purchase is specifically approved by the Board. No purchases are to be made without an approved purchase order except in the following cases:

Purchases may be made for urgent or emergency requirements that have a unit value of \$75 or less by way of the petty cash procedures established for this purpose.

Purchases may also be made for usual consumables that are not of capital nature or in excess of \$500.00 by way of purchasing cards as long as the purchase is within the scope of the cardholder's responsibility and budget and it does not contravene the guidelines set out in the commercial purchasing card administrative guidelines.

Receipt of Goods

Goods received should be checked as soon as possible for damage or incomplete shipments and goods should be electronically receipted against the purchase order.

Invoices received by the Board will be compared to the electronic receipts and processed once goods have been receipted.

Any damaged goods or incomplete orders should be noted in the electronic receipt.

NON-COMPETITIVE PROCUREMENT

Sole Sourcing

Tenders, proposals or quotations may be requested from a single supplier when the supply is limited to one source.

The Board may use the Sole Sourcing method in the following circumstances:

1. To ensure compatibility with an existing product, to recognize exclusive rights, such as exclusive licenses, copyrights and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative.
2. Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists.
3. For the procurement of goods or services, the supply of which is controlled by a supplier that is a statutory monopoly.
4. For the purchase of Goods on a commodity market.
5. For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor or its authorized work force.
6. For works to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work.



7. For a contract to be awarded to the winner of a design contest.
8. For the procurement of a prototype or a first Good or Service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
9. For the purchase of Goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases.
10. For the procurement of original works of art.

Single Sourcing

Single sourcing is 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, Services or Construction. Tenders, proposals, or quotations may be requested from a single supplier in the following circumstances:

1. Where an unforeseen situation of urgency exists and the Goods, Services or Construction cannot be obtained by means of an open procurement process.
2. Where Goods or consulting Services regarding matters of confidential or privileged nature are to be purchased and the disclosure of those matters through an open competitive process could reasonably be expected to compromise confidentiality, cause an economic disruption or otherwise be contrary to the public interest.
3. Where construction materials are to be purchased and it can be demonstrated that transportation costs or technical considerations imposed geographic limits on the availability of the supply base.
4. Where an open competitive process could interfere with the Board's ability to maintain security or order to protect human, animal, or plant life or health.
5. Where there is an absence of any bid response to an open competitive process that has been conducted in compliance with this document.
6. Where only one supplier is able to meet the requirements of procurement in the circumstances.

When the non-competitive procurement process is selected, formal documentation must be completed to support and justify the decision. The documentation must be completed and approved by the appropriate authority levels within the Board and may be used as supporting documentation in the case of a competitive dispute. Where the non-competitive procurement is required due to an urgent situation, the Board may conduct the procurement prior to obtaining the appropriate approvals provided the urgency has been justified in writing.

COMPETITIVE PROCUREMENT

Approval Authority Limits

The Manager of Financial Services may purchase or contract for goods or services subject to the following limitations and conditions:

On purchases not exceeding an amount of \$10,000 may order on his/her own authority from such suppliers and upon terms and conditions that are beneficial for the Board.



Regardless of the amount of money involved, may purchase subject to the other terms of these procedures, any item or related items at his/her discretion by quotation, tender or proposal.

On purchases of \$10,001 or more but not exceeding an amount of \$99,999 or in other cases where the Director or Superintendent of Business deems it to be in the best interest of the Board, invite, upon such terms and conditions that shall be deemed advisable, at least three written quotations from three independent suppliers.

On purchases that exceed \$99,999 or in other cases where the Director or Superintendent of Business deems it to be in the best interest of the Board, formal tender/request for proposal shall be required. Competitive procurement procedures will be followed for these purchases.

On contracts for services not exceeding \$100,000 or in other cases where the Director or Superintendent of Business deems it to be in the best interest of the Board, may award agreements exceeding a year (eg. courier service, cafeteria service, network services).

In preparing for a competitive procurement, the Board may request from suppliers a RFI (Request for Information) or a RFEI (Request for Expression of Interest) regarding the procurement. Any responses received as a result of either request, must not pre-qualify a potential supplier and must not influence their chances of being the successful proponent on any subsequent opportunity. A RFI and/or RFEI process must only provide the insight required to decide whether or not to proceed.

The Board may also request a RFSQ (Request for Supplier Qualification). In making such a request, the Board must ensure that the terms and conditions within the RFSQ include a disclaimer that the Board is under no obligation to award a contract at the end of the RFSQ process.

Advertising for Competitive Procurement

Advertising for competitive procurement shall be conducted through the Purchasing Department utilizing an electronic website and one or more of the following methods:

1. Publication in one or more predetermined daily newspapers that are easily accessible to all Canadian suppliers; or
2. The use of source lists or preferred supplier lists. A minimum of three potential suppliers is required.

The Board must advertise for a minimum period of 15 calendar days for procurements valued at \$100,000 or more.

Competitive procurement documents issued by the Board shall include the following information within the terms and conditions:

The process for receiving bids;

1. Predetermined evaluation criteria, including the mandatory and any technical standards that need to be met. The evaluation criteria cannot be changed or altered once the competitive process has begun, with the exception of an addendum sent to all suppliers prior, to Bid closing;
2. The evaluation methodology, process and matrix that will be used in assessing a supplier's submission;
3. The selection process;
4. The method to resolve a tie score in the evaluation process, including weighting. Tie-breaking criteria must be non-discriminating;
5. Notification of a supplier's entitlement to a debriefing on their submission once the contract is awarded;
6. The declaration of any conflicts of interest; and
7. The dispute resolution process.

The Board must ensure that the closing date of any tender/proposal is set on a normal working day and must indicate a closing hour for the tender/proposal. Any tender/proposal arriving at the Board Office after the closing hour indicated will not be accepted.

Written tenders, proposals and quotations will indicate that the Board reserves the right to accept or reject all or part, any or all, tenders, proposals or quotations submitted by suppliers.

For procurements valued at \$100,000 or more, the Board must post, in the same manner as the procurement documents were posted, the name of the successful supplier. Contract award notification must only occur once the contract has been executed between the successful supplier and the Board. The notification must include the start and end dates of the signed agreement as well as any options for extension, Reference Appendix A.

Changes to the terms of the agreement and any options to extend the agreement must be set out in the procurement documents. Changes to the terms of the agreement may change the procurement value and appropriate approval is necessary before proceeding.

Evaluation of Bids

Bids shall be received from a minimum of three suppliers. Exceptions will be permitted when it is neither practical nor possible to obtain three prices due to the small amounts involved and/or in cases when the products are only available from a limited number of suppliers.

The Board must ensure that all members of the Evaluation Committee complete an evaluation matrix rating each of the proponents outlined in the competitive procurement document. Evaluation records of the procurement process must be fair, factual, fully defensible, auditable and may be subject to public scrutiny. Reference Appendix B, Evaluator Score Sheet.

The Board must select only the highest rated submissions that meet all the mandatory requirements set out in the related procurement documents. Unless expressly requested in the procurement documents, the Board must not consider alternative strategies or solutions proposed by a supplier.

Evaluation Committee

When tenders or requests for proposals are called, the suppliers will be directed to send their tenders or proposals to the administration office of the Board. After the tender/proposal closing date they will be opened by the Chair of the Board or designate and the Superintendent of Business or designate.

The Superintendent of Business or designate, Manager of Financial Services and a representative(s) from the user department shall review all tenders/proposals. They shall also consider for approval quotations exceeding \$10,000 where a single source of supply has been identified.

All members of the evaluation team must be aware of the restrictions related to confidential information shared through the competitive process and refrain from engaging in activities that may create or appear to create a conflict of interest. The Board will have team members sign a Conflict of Interest Declaration and Non-Disclosure Agreement, Reference Appendix C. The Board will require suppliers to sign a Conflict of Interest Declaration with each Bid submission. The Board must consider any Conflict of Interest during the procurement activities applicable to all employees, advisors, external consultants or suppliers.

Contract Awards

In awarding a contract to a preferred supplier from a competitive process, the Board must refrain from any discrimination or preferential treatment, unless justifiable based on the following circumstances and explicitly stated in the competitive document.

1. The Board shall not discriminate :
 - a. Between the goods or services of a particular province or region, including those goods and services included in construction contracts, and those of any other provinces or region ;
 - b. Between the suppliers of such goods or services of a particular province or region and those of any other province or region.
2. Except as otherwise provided, measures that are inconsistent with section (1) include the following:
 - a. The imposition of conditions on the invitation to compete, registration requirements or qualification procedures that are based on the location of the supplier's place of business in Canada, the place in Canada where the goods are produced or the services are provided, or other like criteria.
 - b. The biasing of technical specifications in favour of, or against, particular goods or services, including those goods or services included in construction contracts, or in favour of, or against, the suppliers of such goods or services for the purpose of avoiding the obligation of the Board.
 - c. The timing of events in the competitive process so as to prevent suppliers from submitting bids.
 - d. The specification of quantities and delivery schedules of a scale and frequency that may reasonably be judged as deliberately designed to prevent suppliers from meeting the requirements of the procurement.
 - e. The division of required quantities or the diversion of budgetary funds to subsidiary agencies in a manner designed to avoid these obligations.
 - f. The use of price discounts or preferential margins to favour particular supplier.



3. The Board shall impose or consider, in the evaluation of bids or the award of contracts, local content or other economic benefits criteria that are designed to favour:
 - a. The goods and services of a particular province or region, including those goods and services included in the construction contracts; or
 - b. The supplies of a particular province or region of such goods or services.
4. Except as otherwise required to comply with international obligations, the Board may accord a preference for Canadian value-added, subject to the following conditions:
 - a. The preference for Canadian value-added must be no greater than 10 per cent;
 - b. The organization shall specify in the call for competition the level of preference to be used in the evaluation of the bid; and
 - c. All qualified suppliers must be informed through the call for competition of the existence of the preference and the rules applicable to determine the Canadian value-added.
5. Except as otherwise required to comply with international obligations, the Board may limit its competition to Canadian goods, Canadian services or Canadian suppliers, subject to the following conditions:
 - a. The Board must be satisfied that there is sufficient competition among Canadian suppliers.
 - b. All qualified suppliers must be informed through the call for competition of the existence of the preference and the rules applicable to determine Canadian content.
 - c. The requirement for Canadian content must be no greater than necessary to qualify the procured goods or services as a Canadian good or service.

The award of any Bid will be made in writing, Reference Appendix D. The Board must obtain the supplier's signatures before obtaining the designated Board's signature(s) and before commencing the provision of the goods or services. The contract must be finalized using the form of agreement/contract that was released with the procurement document. Appropriate terminology regarding cancellation/termination clauses must be included within the terms and conditions of the contract.

Tenders, proposals and quotations will be awarded based on the lowest ultimate cost with due consideration to the importance of quality, service, and delivery, meeting specifications, terms, and conditions of said documents.

Supplier Debriefing

For procurements valued at \$100,000 or more, the Board must inform all suppliers who participated in the procurement process of their entitlement to a debriefing session up to 60 calendar days following the date of the contract was awarded. The debriefing will provide the supplier with a review of their unsuccessful Bid, and what in the Board's opinion were its particular strengths and weaknesses, Reference Appendix E.

In scheduling the supplier debriefing, the Board must:

1. Confirm the date and time of the debriefing session in writing;
2. Conduct separate debriefings with each vendor;
3. Ensure that the same Board members participate in every debriefing conducted;
4. Retain all correspondence and documentation relevant to the debriefing session as part of the procurement documentation.

In conducting the supplier debriefing, the Board must:

1. Provide a general overview of the evaluation process set out in the procurement document;
2. Discuss the strengths and weaknesses of the supplier's submission in relation to the specific evaluation criteria and the supplier's evaluated score.
3. Provide suggestions on how the supplier may improve future submissions;
4. Be open to feedback from the supplier on current procurement processes and practices; and
5. Address specific questions and issues raised by the supplier in relation to their submission.

The Board must not disclose information concerning other suppliers as it may contain confidential third party organization proprietary information

Questions unrelated to the procurement process must not be responded to during the debriefing and must be noted as out of scope based on the debriefing process agreed to in the procurement documents.

If the bidder has further concerns after the debriefing, the bidder may contact the Director of Education or the Superintendent of Business and Finance. The Director of Education and the Superintendent of Business and Finance will review the bidder's concerns and give the bidder an opportunity, if so desired, to address members of the Board of Trustees at an appropriate meeting.

Procurement Documentation and Records Retention

All procurement documents as well as any other pertinent information for reporting and auditing purposes must be maintained for a period of seven years and be in a recoverable form if requested. The Board should also be able to define how confidential information is stored and its storage location.

TENDERS FOR PAPER PRODUCTS

When issuing tenders for paper products such as paper, facial tissue and toilet paper, that all things being equal, preference will be given to products containing recycled fiber and/or products containing recycled fiber and/or products which have the "Forest Stewardship Council" stamp of approval.

OTHER

Any purchase made in the name of the Board without authorized purchase order will be considered an obligation of the person making the purchase and not an obligation of the Board.

No contract or purchase shall be divided to avoid the requirements of these procedures, and the annual or total procurement requirement shall be considered.

No employee or elected official shall purchase or offer to purchase, on behalf of the Board, any Goods or Services, except in accordance with these procedures.

Sample Award Notification Letter

[Insert date here]

Solicitation Number: [Insert RFP/RFT Number and Title here]
Issue Date: [Insert Date here]
Close Date & Time: [Insert Date and Time here]
Award Date: [Insert Date here]
Successful Proponent: [Insert Successful Proponent's Name here]

SUBJECT: NOTICE OF AWARD

This notice is to advise that the contract has been awarded to [Name of the successful Proponent] pursuant to the above-noted procurement process.

[Name of Org] would like to take this opportunity to thank all proponents for responding to the above referenced procurement opportunity for the provision of [Insert Project Description].

In accordance with section [Insert from the Posted Competitive Document], unsuccessful proponents are entitled to a debriefing meeting, during which they will be provided with feedback regarding their submission. In order to be debriefed, unsuccessful proponents must issue a request to [Name of Org] within 60 days from the date of this notice.

If you have any questions concerning this process or would like to request a debriefing, please contact.'

[Contact's name]

[Contact's title]

[Contact's mailing address]

Phone: [Contact's phone number]

Fax: [Contact's fax number]

Email: [Contact's e-mail]

Sincerely,

[Insert Signatory's Name and Title here]

Evaluator Score Sheet

RFP Title:		Evaluator Name:		
Full Legal Name of Proponent:		Title:		
Date of evaluation:		Signature:		
Proposal meets the key criteria? (Yes/No):				
Available Score for General = XX points	Available Score for Specifications = XX points	Available Score for Service, Support, Training, Warranty = XX points	Available Score Experience and Qualifications = XX points	Total Rate Criteria Score = XX points
Proponent's Score =	Proponent's Score =	Proponent's Score =	Proponent's Score =	Proponent's Score =

Completion of Scoring Sheets

Every section MUST be filled out by Evaluators including qualitative comments to support ALL scoring.

ITEM	RATED CRITERIA	WEIGHT	EVALUATOR'S SCORE	STRENGTHS	PAGE #	WEAKNESSES
(a)	Organizational Stability	X points				
(b)	Personnel	X points				
(c)	Safety Standards	X points				
Proponent Total Score - General		X points				
(d)	Product/Service/Solution Description or Design	X points				
(e)	Quality	X points				
(f)	Delivery Time/Availability	X points				
Proponent Total Score –Specifications			X points			
(g)	Service/Support	X points				
(h)	Training	X points				
(i)	Warranty	X points				
Proponent Total Score – Service, Support, Training, Warranty		X points				
(j)	Experience	X points				
(k)	Qualifications	X points				
(l)	References	X points				
Proponent Total Score – Experience and Qualifications		X points				
Proponent Total Score		XX points				



Sample Evaluation team Non Disclosure Agreement Template

TO BE COMPLETED BY EACH PROCUREMENT EVALUATION TEAM MEMBER

RE: [RFP Number and Title]

In accordance with the Board’s Procurement Policies and Procedures, the Board must consider any conflicts of interest during procurement activities.

I am a participant of the procurement initiative for the Request for Proposal (“RFP”) [RFP Number and Title] as a [Role and Title].

I acknowledge that I will acquire certain knowledge or receive certain written or oral information (collectively, the Information) which is non-public, confidential or proprietary to the proponents responding to the RFP. If unauthorized parties receive the Information, the interests of either the proponent or **[Name of Org]** may be severely damaged.

I agree that, unless required by law or in the course of the procurement process, I will keep all the Information confidential. I will not, without the written consent of the **[Name of Org]** reveal or disclose it to anyone. Nor will I use it directly or indirectly for any purpose other than to gather requirements, develop RFP content, evaluate the proposals or advise **[Name of Org]** regarding the selection of the proponent for the procurement initiative.

I further agree not to copy or circulate the Information except as a result of the written direction of **[Name of Org]**. I agree to keep all the procurement documents and templates and written information relating to the RFP in a secure place and to return this documentation to **[Name of Org]** at their written request. I also agree not to initiate or respond to any external inquiry relating to the RFP.

In addition, unless otherwise required by law, or having obtained the written consent of the [Name of Org], I will not disclose to any person (other than persons authorized by [Name of Org]) any information about the project and the proposals submitted in response to the RFP. This includes the terms, conditions or other facts relating to the project, the evaluation, the matters discussed by the Evaluation Team and the proposals. This also includes, but is not limited to, the fact that discussions are taking place with respect to these things and their status, or the fact that the Information has been made available to me.

I understand and agree that any delay or failure by **[Name of Org]** in exercising its rights, powers or privilege does not free me from these obligations. Nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege there under.

I have completed a Conflict of Interest Disclosure.

Signature

Print Name

Date

Please return to **[Procurement Lead]** Thank you.

Sample Contract Award Letter

[Insert date here]

[Insert proponent's name here]

[Insert proponent's full address here]

Attention: [Insert proponent's contact name here]

SUBJECT: Notice of Award: [Insert RFP Number and Title of RFP/RFT here]

[Name of Org] is pleased to advise that you are the selected proponent pursuant to the above-noted procurement process.

Enclosed please find **three (3) copies** of the Agreement for your signature. Please return all copies of the executed Agreement as well as the following documentation to the address set out above within **fifteen (15) calendar** days of receipt of this notice:

- [List any additional documentation requirements or authorization forms]

Failure to provide these documents to [Name of Org] within the specified timeline may result in the rescission of your selection in accordance with the rules of this procurement process.

Following execution of the Agreement by [Name of Org], one original signed copy will be returned to you for your records.

Please be advised that this notice of award letter should not be construed as permission from [Name of Org] to begin the work detailed in the Agreement. [Name of Org] will not be responsible or liable for any expenses related to the Deliverables, and the selected proponent is not to accept work requests prior to the execution of the Agreement by [Name of Org]. Work may begin pursuant to the Agreement when:

- (a) the Agreement signed by both parties is returned to the selected proponent, and
- (b) written permission is expressly given to the Supplier by [Name of Org] Representative to begin work under the Agreement.
- (c) If you have any questions concerning this process, please contact [contact's name] at [contact's phone number].

Sincerely,

[Insert signatory's name and title here]



Sample Vendor Debriefing Template

Vendor Debrief Information	
BPS Organization Name:	RFP Number and Title:
Debriefing Request Date Received:	Proponent Company Name:
Debrief Facilitator Name and Contact:	Proponent Representative Attendees Name and Contact Information:
Debriefing Date and Location:	Name and Contact Information of Other Participants:

Document Checklist
<input type="checkbox"/> Evaluation Scoring Sheets
<input type="checkbox"/> Strengths and Weaknesses Summary
<input type="checkbox"/> Name(s) and Address(es) of all Suppliers who Participated in the Procurement (optional)
<input type="checkbox"/> Contract Award Notice

Strengths and Weaknesses: Provide a summary of the key strengths and weaknesses of the Proponent's response.
Strengths:
Weaknesses:
Future Improvements:
Issues: Include any identified issues during the vendor debrief. Document all issues in the space below and escalate to senior management or legal counsel accordingly.
Issue(s):
Issue(s) escalated to the following individuals:



Other: Note any other relevant topics, notes, and summaries in the section below.

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Formal Closure of Debrief Session:

	Organization	Names	Signatures	Date
Debrief Facilitator				
Proponent Representative				
Procurement Lead				

Additional Comments

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