



**DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST**

Policy No. 3.1.1

Section: Finance

Related References:

Appendices: A-D

Approved: September 22, 1998

Revised: March 22, 2017

Review Date:

TITLE: TENDERING OF MAJOR CAPITAL PROJECTS

1.0 Rationale:

District School board Ontario North East believes that all qualified contractors and suppliers must be given an equal opportunity to compete for the Board's business

and all qualified contractors and suppliers must be treated equally and fairly.

2.0 Definitions:

"Major capital projects" include new construction, additions, renovations, repairs, alterations, and the acquisition of plant equipment and furniture with a value of one hundred thousand dollars or more.

"Tender" means an offer received from a qualified contractor or supplier in response to an advertisement requesting sealed tenders.

3.0 Policy:

It is the policy of the Board that all such projects or purchases must be tendered when appropriate in accordance with the Agreement On The Opening Of Public Procurement For Ontario And Quebec

PROCEDURES:

CODE OF ETHICS

1. 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:
 - 1.1. **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 Board 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.
 - 1.2. **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.
 - 1.3. **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.

ADMINISTRATIVE REGULATIONS

1. **Authority To Issue Tender**
 - 1.1 Upon approval by the Board, the authority to issue a tender in the name of District School Board Ontario North East shall rest with the Superintendent of Business and Finance.
 - 1.2 Tenders for the construction of new schools, additions to existing schools, and major alterations to schools and other similar projects may, at the discretion of the Superintendent of Business and finance, be issued by the architect or engineer involved in the design of the major capital project.

OPERATIONAL REGULATIONS

1. Competitive Procurement Process

- 1.1 A competitive procurement process will be followed for all Tendering of Major Capital Projects.
- 1.2 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.
- 1.3 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.

2. Form of Tenders

- 2.1 Written tenders are required for all major capital projects.
- 2.2 Tenders must be submitted in envelopes, properly sealed and clearly marked on the outside with the word "TENDER" together with the requested tender description and the name and address of the tender.
- 2.3 Tenders must be submitted in the format requested by the Board.
- 2.4 A firm, partnership or corporation shall submit only one tender, unless multiple or alternative tenders are requested.
- 2.5 Tender prices are to be exclusive of GST and PST, which are to be added and shown separately, as applicable.
All tenders are to be in Canadian Funds.

3. Advertising of Tenders

- 3.1 Advertising for tenders shall be conducted through the Purchasing Department utilizing an electronic website and one or more of the following methods:
 - 3.1.1 Publication in one or more predetermined daily newspapers that are easily accessible to all Canadian suppliers; or
 - 3.1.2 The use of source lists or preferred supplier lists. A minimum of three suppliers is required.
- 3.2 The Board must advertise for a minimum period of 15 days.

- 3.3 Tender documents issued by the Board shall include the following information within the terms and conditions:
- 3.3.1 The process for receiving tenders;
 - 3.3.2 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 tendering closing;
 - 3.3.3 The evaluation methodology, process and matrix that will be used in assessing a supplier's submission;
 - 3.3.4 The selection process;
 - 3.3.5 The method to resolve a tie score in the evaluation process, including weighting. Tie-breaking criteria must be non-discriminating;
 - 3.3.6 Notification of a supplier's entitlement to a debriefing on their submission once the contract is awarded;
 - 3.3.7 The declaration of any conflicts of interest; and
 - 3.3.8 The dispute resolution process.
 - 3.3.9 The date, time and location of the opening meeting and include an invitation to bidders to attend the meeting.
- 3.4 For tenders of major capital projects, the Board must post, in the same manner as the tender 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.
- 3.5 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.
- 3.6 The tender advertisement will clearly state that the Board reserves the right to accept or reject all or any tenders or parts thereof.

4. Tender Closing

- 4.1 Tenders will be called to close at 3:00 p.m., local time on the Tuesday immediately preceding a Standing Committee or Regular Meeting of the Board.

5. Acceptance of Tenders

- 5.1 Tenders will not be accepted beyond the exact closing time set out in the tender advertisement and tender documentation. Late tenders will be returned unopened to the sender.
- 5.2 Tenders submitted by facsimile will not be accepted.
- 5.3 The lowest tender will not necessarily be accepted.

6. Tendering Opening

- 6.1 The Superintendent of Business and Finance or designate shall arrange the tender opening meeting.
- 6.2 The tender opening meeting will take place one-half hour prior to the advertised starting time of the Standing Committee or Regular Board Meeting.
- 6.3 The Tender Opening Committee shall consist of the Chairperson of the Board or designate, a Trustee from the region in which the project will occur, the Superintendent of Business and Finance, the Regional Superintendent of Schools and the Manager of Building Services.
- 6.4 Tenders will be opened and prices announced publicly. The Committee Secretary will record the prices in the Minutes.
- 6.5 After the prices have been announced publicly and recorded, the tender

7. Evaluation of Tenders

- 7.1 Tenders shall be received from a minimum of three suppliers. Exceptions will be permitted when it is neither practical nor possible to obtain three prices.
- 7.2 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 A, Evaluator Score Sheet.
- 7.3 The Board must select only the highest rated submissions that meet all the mandatory requirements set out in the related tender documents. Unless expressly requested in the tender documents, the Board must not consider alternative strategies or solutions proposed by a supplier.

8. Evaluation Committee

- 8.1 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 Tender Opening Committee.
- 8.2 All members of the evaluation team must be aware of the restrictions related to confidential information shared through the tendering 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 B. 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.

9. Awarding of Tenders

- 9.1 In awarding a contract to a preferred supplier from a tendering process, the Board must refrain from any discrimination or preferential treatment, unless justifiable based on the following circumstances and explicitly stated in the tender document.
- 9.1.1 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 ; or
 - b. Between the suppliers of such goods or services of a particular province or region and those of any other province or region.
- 9.1.2 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.
- 9.1.3 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 suppliers of a particular province or region of such goods or services.
- 9.1.4 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.

- 9.1.5 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.
- 9.2 The superintendent of Business and Finance will review the tenders with the Board, the Board's architect or engineer and the Manager of Building Services and prepare motions for acceptance for the board.
- 9.3 The successful bidder will be so notified in writing by the Superintendent of Business and Finance as soon as possible after the awarding of the tender by the Board, Reference Appendix C. 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 tender document. Appropriate terminology regarding cancellation/termination clauses must be included within the terms and conditions of the contract.
- 9.4 Tenders 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.
- 9.5 Unsuccessful bidders will also be so notified by the Superintendent of Business and Finance as soon as possible after the awarding of the tender by the Board, Reference Appendix D.

10. Supplier Debriefing

For tenders of major capital projects, 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 tender process must not be responded to during the debriefing and must be noted as out of the scope based on the debriefing process agreed to in the tender documents.

If the bidder has further concerns after meeting ts, 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 bidders concerns and give the bidder an opportunity, if so desired, to address members of the Board of Trustees at an appropriate meeting.

11. Tender Documentation and Records Retention

All tender 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.

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 | | | | |

APPENDIX B

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: | | | | |
| Other: Note any other relevant topics, notes, and summaries in the section below. | | | | |
| | | | | |
| Formal Closure of Debrief Session: | | | | |
| | Organization | Names | Signatures | Date |
| Debrief Facilitator | | | | |
| Proponent Representative | | | | |

| | | | | |
|--|--|--|--|--|
| Procurement Lead | | | | |
| Additional Comments | | | | |
| | | | | |
| 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: | | | | |