



**PURCHASING**

**POLICY #: E-3**

**AUTHORITY: 99-058/00-142/03-106/10-133**

**POLICY STATEMENT**

The Northeastern Catholic District School Board (the Board) requires different types of equipment, supplies and services in order to operate effectively and carry on the educational programs of the schools, and the procurement of these items and services is very costly to purchase on an individual basis,

The Board supports the principle of obtaining the maximum value for each dollar expended consistent with educational goals and good purchasing practices.

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

**REFERENCES**

- Supply Chain Guidelines, Version 1, dated April 2009. Ontario Ministry of Finance
- Administrative Procedure: Purchasing Procedures, (APFxxx)

**POLICY REGULATIONS**

1. The purchasing principles of the Board shall be as follows:
  - a) To procure by purchase, rental or lease, the required quality and quantity of Goods and Services in an efficient and cost effective manner.
  - b) To encourage open competitive bidding on all acquisition and disposal of Goods and Services where practicable.
  - c) To consider all costs, including acquisition, operating and disposal costs, in evaluating Bid submissions from Responsive and Responsible Vendors, rather than basing a decision solely on the lowest Bid price (i.e. "Total Acquisition Cost" method of procurement).
2. This administrative procedure applies to any employee or elected official who is involved in the acquisition of goods and/or services on behalf of the Board.

3. All Supervisory personnel are responsible for ensuring their immediate staff are properly informed of and comply with this policy, its regulations and procedures.
4. All purchasing activities will be carried out in accordance with all applicable Board policies and procedures and any other statutory acts or regulations.
5. Personal purchases on behalf of an employee, elected official or family member are not permitted.
6. Purchases made without an authorized purchase order/purchase card will be considered an obligation of the person making the purchase and not an obligation of the Board.
7. Employees and elected officials shall not use their authority, influence or office for personal gain or to advance the interest of any particular party and shall seek to uphold and enhance the integrity of all Board business operations.
8. In accordance with the Education Act, no teacher, Supervisory Officer or other employee of the Board may promote or sell goods or services for compensation to any board, provincial school or teachers' college, or pupil enrolled therein except as permitted by the Act.
9. Any arrangements which might prevent fair competition shall be avoided in order to ensure open competition among qualified bidders.
10. Lobbying, during a competitive procurement call, is prohibited. An official point of contact shall be named and communication with any one other than the official point of contact from the time of issuance, up to and including the time of award, is prohibited.
11. Any vendor/proponent who violates the lobbying prohibition will be subject to disqualification from the current or future procurements, at the Board's discretion.
12. Awards will be given to the lowest qualified bidder except where the best interests of the Board are served by accepting other than the lowest price.



## **PURCHASING PROCEDURES**

### **Administrative Procedure #: APB009**

These administrative procedures outline the practices to be followed by Northeastern Catholic District School Board (the Board) regarding the acquisition of goods and services. All goods and services shall be procured in such a manner so as to ensure timely delivery of goods or services of the quality required by the end user at process which are competitive.

#### **REFERENCES**

- Supply Chain Guideline, Version 1, dated April 2009, Ontario Ministry of Finance
- NCDSB Policy: Purchasing E-3

#### **PROCEDURES**

The following procedures govern the acquisition of goods and services:

**SUPPLY CHAIN MANAGEMENT CODE OF ETHICS**

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**SUPPLY CHAIN MANAGEMENT PROCEDURES**

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

**I. Personal Integrity and Professionalism**

All individuals involved with purchasing or other supply chain-related activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all supply chain activities with and between NCDSB, suppliers and other 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.

**II. Accountability and Transparency**

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

**III. Compliance and Continuous Improvement**

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

## A. CRITERIA DETERMINING PURCHASING (SUPPLY CHAIN MANAGEMENT) PROCESS

The Manager of Financial Services, in consultation with the initiating Superintendent, Principal or Manager, shall consider the following criteria in determining the acquisition process to be followed in the procurement of all applicable Goods and Services:

1. Where the required Goods or Service can be specified, the Tender or Quote process shall apply.
2. Where only the need can be specified rather than the specific product or service to fill the need, the Proposal process shall apply. The Proposal process may include the process of pre-qualification.
3. Where professional or consulting services are being requested, the Proposal process shall apply.

## B. NON COMPETITIVE PROCUREMENT

### Purchase by Negotiation

Purchase by negotiation shall apply when, in the judgment of the Manager of Financial Services, in consultation with the initiating Superintendent, Principal or Manager, any of the following conditions exist:

1. Due to market conditions, Goods are in short supply.
2. There is only one known source of the Goods or Services.
3. Two or more identical low bids have been received.
4. The lowest bid received substantially exceeds the estimated cost of the Goods.
5. All bids received fail to comply with the specifications, tender terms and conditions, and it is impractical to recall Tenders.
6. The extension or revision of an existing contract would prove more cost effective or beneficial. Same must be duly authorized by a "Change Order" and documentation sent to Purchasing.
7. A single source or sole source is being recommended because it is more cost effective or beneficial for the Board.
8. Purchase of an item where compatibility with an existing product, service or program is an overriding consideration.
9. When only one Bid is received through the tendering system.

Formal documentation must be completed and authorized by the Director of Education in order to support and justify the decision to Purchase by Negotiation.

### Emergency Purchasing

Emergency Purchasing shall apply when a Manager or Superintendent verifies that the procurement of Goods and/or Services is necessary to prevent, or correct, dangerous or potentially dangerous safety conditions, serious delays, or further damage, or to restore minimum service; and, the following procedure shall apply:

1. The Manager will ensure that the Goods and Services are procured by the most open market procedure practicable under the circumstances.
2. Documentation explaining the nature of the situation and the actions taken will be forwarded, with a purchase requisition, to the Financial Services Department and a copy sent by the originator to the Director of Education.

#### Non-Competitive Procurement (exemptions from the Competitive Process)

In certain unique circumstances, the Board will not have the ability to go through a competitive process. The Financial Services Department would then go directly to one supplier to meet the requirements of the Board.

There are two main types of direct awards:

Single Sourcing – the use of a non-competitive procurement process to acquire goods, services or construction from a specific supplier even though there may be more than one supplier capable of delivering the same Goods, Services or Construction.

Sole Sourcing – means the use of a non-competitive procurement process to acquire Goods or Services where there is only one available supplier for the source of Goods or Services.

#### Single Sourcing

Allowable exceptions for competitive procurements include:

- a. Where an unforeseen situation of urgency exists and the Goods, Services or Construction cannot be obtained by means of open procurement procedures. Where a non-competitive procurement is required due to an urgent situation, the Board may conduct the procurement prior to obtaining the appropriate approvals provided that the urgency has been justified in writing (see Emergency Purchasing).
- b. 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 economic disruption or otherwise be contrary to the public interest.
- c. Where a contract is awarded under a cooperation agreement that is financed, in whole or in part, by an international organization only to the extent that the agreement includes different rules for awarding contracts.
- d. 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, specifically in the case of sand, stone, gravel, asphalt compound and pre-mixed concrete for use in the construction or repair of roads.
- e. Where an open competitive process could interfere with the organization's ability to maintain security or order or to protect human, animal or plant life or health.
- f. Where there is an absence of any bid in response to an open competitive process that has been conducted in compliance with this document.
- g. Where only one supplier is able to meet the requirements of procurement in the circumstances (Sole Sourcing).

### Sole Sourcing

In accordance with the Agreement on Internal Trade (AIT), in the situation where only one supplier is able to meet the requirements of procurement, the Board may use the following Sole Source method:

- a. 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.
- b. 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.
- c. For the procurement of goods or services, the supply of which is controlled by a supplier that is a statutory monopoly.
- d. For the purchase of Goods on a commodity market.
- e. 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.
- f. 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.
- g. For a contract to be awarded to the winner of a design contest.
- h. 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.
- i. For the purchase of Goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases.
- j. For the procurement of original works of art.
- k. For the procurement of subscriptions to newspapers, magazines or other periodicals.
- l. For the procurement of real property.

Formal documentation must be completed to support and justify the decisions above. This 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.

The Board should post a public notice for Sole Sourcing situations announcing the Board's intent to award a particular good or service to a company without going through a competitive process and ask for disputes or objections. If no objections are made, the Board has done the due diligence required to ensure that it is a Sole Sourcing situation.



### C. COMPETITIVE PROCUREMENT/ACQUISITION PROCESS

The following acquisition process indicates the methodology to be applied by the Financial Services Department within the outlined source selection techniques, taking into consideration the following dollar guidelines:

Zero (0), and less than \$ 50.00 – at the discretion of the purchaser

More than \$ 50.00, and less than \$ 2,000.00 – catalogue prices or verbal quotations

More than \$ 2,000.00 and less than \$ 10,000.00 – two (preferably three) written quotations

More than \$ 10,000.00 and less than \$ 100,000.00 – at least three written quotations, public tender or request for proposals

More than \$100,000.00 – Tender/Proposal

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

### D. ADVERTISING OF BIDS

Advertising of Bids shall be coordinated through the Financial Services Department utilizing an electronic Website or through advertisements in daily newspapers. Bids must be advertised for a period of 15 calendar days for procurements valued at \$100,000 or more. Any addenda must be issued at least seven days PRIOR to the closing date of the Bid. Questions and addenda are posted in the same manner as the competitive documents when advertised to the market and therefore shall be made available to all potential proponents. The Board must ensure that the closing date of the Bid is set on a normal working day (Monday to Friday, excluding provincial and national holidays). Submissions that are delivered after the closing time will not be considered.

The Board abides by and is governed by legislation and trade agreements with respect to procurement listed below:

1. Agreement on Internal Trade (AIT)
2. Ontario-Quebec Procurement Agreement
3. Canadian Law of Competitive Processes and Contract Law
4. Freedom of Information and Protection of Privacy Act (FIPPA)

\*Note: Construction Competitive Contracts can be processed through an electronic tendering system and/or one of the following methods: Publication in one or more predetermined daily newspapers that are easily accessible to all Canadian suppliers; or the use of source lists, such as "Vendors of Record" or "Preferred Suppliers List".

#### Agreement on Internal Trade (AIT)

AIT regulates trade between the provinces to ensure equal access to public sector procurement for all Canadian suppliers. Thresholds are as follows for competitive processes which would include using electronic tendering systems, advertisements in daily newspapers or other source lists:

School Boards – Goods \$100,000.00, Services \$100,000.00, Construction \$250,000.00

### Ontario/Quebec Procurement Agreement

Similar to the AIT, the Ontario/Quebec Procurement Agreement regulates trade between Ontario and Quebec to ensure equal access to public sector procurement for local suppliers. Thresholds are as follows:

School Boards – Goods \$100,000.00, Services \$100,000.00, Construction \$100,000.00

### Canadian Law of Competitive Processes and Contract Law

When the Board conducts a solicitation, the law of competitive processes applies. The receipt of Tenders and, in some cases, Proposals during a competitive procurement process may result in the formation of a Bid contract (Contract A) between the Board and the proponent. The Board is obligated to take special care to understand the obligations that are made in soliciting Bids, such as rejecting non-compliant Bids and not deviating from the process described in the Bid documents. A breach of Contract A may occur if the Board were to provide information or change the specifications during the competitive process to unfairly benefit a particular bidder, or enter into side negotiations with any bidder in an effort to obtain more desirable contract conditions. When the Board enters into a contractual agreement with a supplier (Contract B), the agreement creates obligations on both parties and is subject to applicable contract law, including accepted meanings and interpretations of enforceability, non-performance, breach of contract, remedies, etc.

All contract documents, competitive procurement process and any correspondence or supporting information relating in any way to a competitive procurement process are subject to subpoena by a Canadian court of law. The Board, through specified individuals, would be compelled to defend or otherwise explain documents in court.

### Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

The purpose of MFIPPA is to make Boards accountable to the public and to protect personal privacy. MFIPPA accomplishes these purposes by providing the public with a right of access to records within the Board's custody or control and preventing the unauthorized collection, use and disclosure of personal information.

All notes, e-mails, memos, letters or any other documentation relating to a competitive procurement process are ordinarily subject to MFIPPA requests. Freedom of Information requests can be made for information on tendering and administration of contracts. Any record, so requested, must be disclosed in its entirety unless MFIPPA exceptions to disclosure apply to all or part of the request.

## E. APPROVAL AUTHORITY LIMITS

Total Purchase Amount	Delegated Purchasing Authority Level	Procedure to Obtain Prices	Procurement Procedure
< \$50 **	Staff	At the discretion of the purchaser	Petty cash
< \$2,000	Coordinator	Catalogue prices or verbal quotations	Purchase Order
> \$2,000 – \$10,000	Principal or Manager	Written quotations from at least two (preferably three) suppliers obtained by the Purchaser or the Financial Services Department	Purchase order or purchase contract
> \$10,000 – \$25,000	Superintendent/ Manager of Financial Services	At least three (3) Written Quotations or public tender or RFP obtained by the Purchaser or the Financial Services Department.	Purchase order or purchase contract
> \$25,000 – \$100,000	Director of Education	At least three (3) Written Quotations or public tender or RFP obtained by the Purchaser or the Financial Services Department.	Purchase order or purchase contract
> \$100,000	Board of Trustees	Open Competitive Process (Tenders/RFPs) obtained by the Financial Services Department	Open, competitive process (Tenders/RFPs) obtained by the Financial Services Department

**\*\* For the Plant & Information Technology Department purchases only: Purchase orders are not required for purchases under \$500 that have prior authorization from the Manager of Plant or Manager of Information Technology.**

1. Tenders for the Board shall be issued and received by the Manager of Financial Services and opened in public, if requested, at the time appointed in the Tender document, with the following persons constituting the Tender Committee:
  - a. Manager of Financial Services
  - b. Initiating Superintendent, Principal, or Manager
  - c. Third committee member appointed by the Director of Education

- 1.2 Tenders shall be opened, Bid amounts recorded, sureties and other requirements of the Tender confirmed (if applicable), and Bid amounts entered on the Summary of Bidders Sheet. After all Bids have been recorded on the Summary of Bidders sheet, it shall be initialed by at least two Tender Committee members. Evaluation team members will be advised 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. All Tenders received for the purchase of Goods and Services, (\*with the exception of construction contracts), shall be tabulated, analyzed and awarded by the Manager of Financial Services, in consultation with the initiating Superintendent, Principal or Manager.
2. In the case of Goods and Services where it is estimated by the Manager of Financial Services that such goods or services will cost more than \$100,000.00 annually, the Manager of Financial Services will insert an annual advertisement in a newspaper of general circulation, utilize an electronic Website, and invite vendors interested in tendering to submit their names for inclusion on Bidders lists, in order to receive Requests for Quotations, Tenders and Proposals. Tenders will be sent to all qualified vendors who have replied to the annual advertisement and have filled out a vendor application and are otherwise qualified. An electronic Website will be utilized for Goods and Services valued at \$100,000.00 and above.
3. Where market conditions are such that price protection cannot be obtained for Goods and Services having an annual total value in excess of \$100,000.00, the Manager of Financial Services shall obtain competitive prices for short term commitments until such time as reasonable price protection and fair marketing pricing is restored.

\* NOTE: All New School Construction Tenders are approved by the Board.

4. Proposal Calls

To be used:

- 4.1 when only the need can be specified rather than the specific product or service to fill the need;
- 4.2 when it is not practical to prepare precise specifications which permit bids of readily comparable products or services.

The acquisition regulations governing the use of Proposal calls are similar to the Tender process outlined earlier in this document. However, it is recognized that there is more lead time and effort involved in a Proposal process than there is for a Tender.

- 4.3 Where it has been determined by the Manager of Financial Services, in consultation with the initiating Superintendent, Principal or Manager, that the Proposal acquisition method is adopted, and where it is estimated that Goods and Services will cost more than \$100,000.00, the Manager of Financial Services, in consultation with the initiating Superintendent, Principal or Manager, may determine whether to:
  - a) issue a "Request for Proposal" and establish a Selection Committee for the purpose of Proposal review, or
  - b) Advertise a "Request for Information" (RFI) in publications of general circulation/Website and establish a Selection Committee for review purposes.

Once this process has been completed, a Tender/Proposal may be issued to vendors and the Selection Committee would reconvene to review the Bids and determine the award. The Board is under no obligation to award a contract based on informational gathering activities, such as an RFI.

#### Request for Expressions of Interest (RFEI)

The purpose of an RFEI is to gather information on supplier interest in an opportunity or information on supplier capabilities/qualifications. This mechanism should be used by the Board when wishing to gain a better understanding of the capacity of the supplier community to provide the services or solutions needed. Information collected can also facilitate selecting the best possible competition method for a follow-up competition.

NOTE: A response to an RFI or a RFEI MUST not pre-qualify a potential supplier and MUST not influence a supplier's chance of being the successful Proponent on any subsequent opportunity.

#### Request for Supplies Qualifications (RFSQ)

The purpose of an RFSQ is to gather information on supplier capabilities and qualifications, with the intention of creating a list of pre-qualified suppliers. This mechanism may be used either to identify qualified candidates in advance of expected future competitions or to narrow the field for an immediate need. The purpose of this process is to reduce subsequent effort devoted to the competitive process (i.e. Bid preparation on the part of suppliers and evaluation on the part of the Board). An RFSQ can be used to understand which potential proponents have the capabilities that the Board requires, as the first stage in a two staged solicitation (followed by either a Request for Proposal or a Request for Tender), whereby only pre-qualified suppliers will be invited to respond to the actual competition. This can make the number of responses and the evaluation process more manageable for the Board evaluators, while allowing unqualified proponents to avoid the effort and expense of preparing a complete competitive response. An RFSQ can also be used to pre-qualify suppliers who are interested in supplying Goods or Services in the future, if, and when requested. The typical result of this procedure is referred to as a Vendor of Record (VOR) or a preferred suppliers list. An RFSQ document should specifically define the type of materials or services included as part of the process and set upper limits to the value of future awards. Further, the document should also clearly indicate the time duration the list is to be valid; the methods by which suppliers can be placed on the list and what specific intervals opportunities for being qualified will come up. The document should also indicate that suppliers who do not participate in the pre-qualification or do not appear on the list may be excluded from opportunities. If the VOR or preferred supplier list is to be used for procurement valued at \$100,000.00, a supplier that meets the conditions for registration on the list must be able to register at any time. The RFSQ must contain specific language to disclaim any obligation on the part of the Board to actually call on any supplier as a result of the pre-qualification to supply such Goods or Services.

## **F. SEGREGATION OF DUTIES**

Effective control in the Board includes both the delegation of authority and segregation of duties across functions and individuals. Segregation of duties prevents any one person from controlling the entire purchasing process by segregating approvals for the key stages of the supply chain process.

Budget(s) – authorized and approved by the Board on an annual basis. The Financial Services Department forwards/allocates budgets to originators (School Administrators/ Departments).

Requisition(s)/Commitments – authorized by the budget holder (Schools/Departments) and either forwarded to the Financial Services Department for acquisition purposes, or sent to the vendor by the individual requesting the goods or services.

Receipt(s) – authorized by the budget holder (Schools/Departments) and forwarded to the Financial Services Department for payment.

Payment(s) – authorized by the budget holder (Schools/Departments) and forwarded to the Financial Services Department for processing payment by the Accounts Payable.

## G. EVALUATION OF BIDS

All information regarding timelines of Bids, Bid receipts, evaluation criteria, evaluation methodology and process, selection process, tie score process, fixed evaluation criteria, evaluation matrix, conflict of interests, and dispute resolution process are contained within the terms and conditions of the individual Bid and the Bid specifications. Evaluation methods and processes to be used in assessing the bidder's submission must be fully disclosed.

The Board must then select only the highest ranked submissions that meet all mandatory requirements set out in the related procurement documents. Alternative strategies or solutions NOT requested in the original procurement documents will not be accepted unless expressly requested in the original procurement documents.

- The Board is entitled to ask bidders for clarification on their Bid as long as it does not change their Bid in any way.
- Where Bids are received in response to a solicitation but exceed the Board's budget, are not responsive to the requirement or do not represent fair market value, a revised solicitation can be issued in an effort to obtain an acceptable Bid.
- If no Bids are acceptable and it is not reasonable to go through any other method, the Board may choose to negotiate directly with a chosen supplier.

Bidders will be notified of the rejection of their Bids in writing as soon as practicable after completion of the evaluation. With the exception of any pricing that was made publicly available at the time of a public opening, all submission evaluation details are subject to MFIPPA.

Evaluation records of procurement process must be fair, factual, full defensible, auditable and kept on file in the Financial Services Department.

Bids will be evaluated according to all relevant criteria contained in each particular Bid. The Board intends to evaluate Bids based on price, product quality, past performance, delivery and payment terms or any combination or additions 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 Bids include:

- Bid is appropriately received (\*submissions that are delivered after the closing time will not be considered);
- Bid meets all mandatory requirements (compliant vs. non compliant);
- Bid meets optional/desirable requirements;

- schedule compliance;
- skills/experience and capability;
- price/quality/value analysis;
- weights, sub-weights for rated requirements;
- reference checks, oral interviews, demonstrations; and,
- any and all other criteria as listed within the Bid.

\* Bid Receipt - The Board must ensure that the closing date is set on a normal working day. Submissions that are delivered after the closing time must not be considered. Each Bid must be stamped as it arrived with the date, time, location, company name and contact information. Bids are not opened until after the competitive process has closed. The Board has to ensure that there is at least one witness to view the Bid openings.

Evaluation criteria should be developed, reviewed and approved BEFORE the competitive process begins and contained within the Bid documents. Mandatory and any technical standards that need to be met have to be identified. The evaluation criteria cannot be changed or altered once the competitive process begins, with the exception of an addendum sent to all suppliers prior to Bid closing.

#### Evaluation Team

Every competitive process requires an evaluation team that will be responsible for reviewing all the compliant Bids. Evaluation team members should be selected and participation confirmed before the competitive documents have been posted. Board evaluation team members will have been included in the development of the evaluation criteria and general requirements. Evaluation team members will be made 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 require team members to sign a Conflict of Interest Declaration and Non Disclosure Agreement. The Board will require suppliers to sign a Conflict of Interest Declaration with each Bid submitted. The Board must consider any Conflict of Interest during procurement activities applicable to all employees, advisors, external consultants or suppliers.

NOTE: Consultants that are hired by the Board must be aware of the conflict of interest created when a consulting organization is involved in the development of the competitive documents and also has the ability to fulfill the procurement needs that are being contemplated in those competitive documents. The Board must be very clear and insist on documented agreements that any consultants involved in developing the competitive documents CANNOT be involved in the creation of the response to those competitive documents.

Employees and Advisors that are used by the Board must also declare a Conflict of Interest and a Conflict of Interest Declaration Form must be signed. The employee or advisor is ultimately responsible and accountable for using good judgment in the exercise of the Board's duties and must:

- disclose Conflict of Interest to the Board in writing; and,
- avoid situations that may present Conflict of Interest while working with persons doing business or seeking to do business with the Board.

Situations that might result in a Conflict of Interest are:

- engaging in outside employment;

- not disclosing an existing relationship that may be perceived as being a real or apparent influence on their objectivity in carrying out an official role;
- providing assistance or advice to a particular supplier participating in a competitive process;
- having an ownership, investment interest, or compensation arrangement with any entity participating in a competitive process;
- having a family member with an ownership, investment interest or compensation arrangement with any entity participating in a competitive process;
- having access to confidential information; and,
- accepting favors or gratuities from those doing business with the organization.

#### Selection Process

- a. The Board will select Bids based on criteria contained within the Bid but shall not discriminate:
  - 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 province or region; or
  - Between the suppliers of such Goods or Services of a particular province or region and those of other province or region.
- b. Except as otherwise provided, measures that are inconsistent with the above include the following:
  - The imposition of conditions on the invitation to compete, registration requirements or qualification procedures that are based on the location of a 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.
  - The biasing of technical specifications in favor of, or against, particular Goods or Services, including those Goods or Services included in construction contracts, or in favor of, or against, the suppliers of such Goods or Services for the purpose of avoiding the obligations of the Board.
  - The timing of events in the competitive process so as to prevent suppliers from submitting Bids.
  - 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.
  - The division of required quantities or the diversion of budgetary funds to subsidiary agencies in a manner designed to avoid these obligations.
  - The use of price discounts or preferential margins to favor particular suppliers.
- c. The Board shall not impose or consider, in the evaluation of bids or the award of contracts, local content or other economic benefits criteria that are designed to favor.
  - The Goods and Services of a particular province or region, including those Goods and Services included in construction contracts; or
  - The suppliers of a particular province or region of such goods or services.



- d. Except as otherwise required to comply with international obligations; the Board may accord a preference for Canadian value-added, subject to the following conditions:
- The preference for Canadian value-added must be no greater than 10 per cent.
  - The organization shall specify in the call for competition the level of preference to be used in the evaluation of the Bid.
  - All qualified suppliers must be informed through the call for completion of the existence of the preference and the rules applicable to determine the Canadian value-added.
- e. 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:
- The Board must be satisfied that there is sufficient competition among Canadian suppliers.
  - 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.
  - The requirement for Canadian content must be no greater than necessary to qualify the procured Goods or Services as a Canadian Good or Service.

## H. CONTRACT AWARDS

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 Bid or any part thereof will be made in writing and may be subject to the successful bidder entering into a contract that is satisfactory to the Board. Provided however, and it is expressly understood and agreed, that upon the acceptance of the Bid by the Board, the said Bid shall, with the said conditions, specifications and form of Bid constitute a valid and binding contract. The Board must obtain the supplier's signatures before obtaining the designated Board's signature. The contract must be finalized using the form of agreement/contract that was released with the procurement document. 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. Appropriate terminology regarding cancellation/termination clauses, vendor debriefing notification and protocol, dispute resolution process and arbitration are contained within Bid specifications and terms and conditions.

A Purchase Order will be issued upon formal award.

Unsuccessful bidders will be provided with the name of the successful bidder(s), start and end dates including any options for extension. Any information provided must comply with MFIPPA.

Contracts

Fixed price: A fixed price contract is a contract that has a set fee for a specific scope of work to be completed, which can include the completion of a specific deliverable or deliverables. When deciding to use a fixed price contract, the organization must consider the level of scope detail that has been developed. The more well defined the scope and the requirements, the lower the risk of using a fixed price contract for the Board. Using a fixed price contract with a scope that is not well defined contains risk for the Board because items may be deemed out of scope and thus results in costly change orders. If using a fixed price contract for a specific deliverable or deliverables, the Board must understand the desired outcome of the work being completed. One advantage of a fixed price contract is that the cost of the procurement is known in advance.

Time and material: A time and materials contract identifies work to be paid based on units of time spent on the procurement. These time units are typically in the form of daily or hourly rates for the amount of time and materials used by the resources assigned by the supplier. If the Board does not have a well defined scope of work, a time and materials contract may be the only option. The Board must monitor the hours spent during a time and materials contract to ensure that the procurement does not exceed the budget.

Cost reimbursable: A cost reimbursable contract is a contract where the Board agrees to reimburse all of the costs incurred by a supplier in the completion of the work identified. Typically, the Board will pay an additional fee on top of those costs to represent the supplier's profit. This additional fee can be calculated as a percentage of the costs incurred or as a flat fee on top of the costs incurred.

A combination of the contract types above can also be used, depending on the requirements being contemplated.

NOTE: The Board must include proper cancellation or termination clauses in all contracts.

The term of the contract agreement and any options to extend must be set out in the procurement documents (Bid documents). Changes to the term of the contract may change the procurement value. Prior written approval by the appropriate approval authority is necessary before changing contract start and end dates. Extensions to the contract beyond what is set out in the procurement document are considered non competitive procurements and the Board must seek appropriate approval authority prior to proceeding.

**I. COOPERATIVE PURCHASING**

Under the direction of the Director of Education, or his/her designate, the Board shall encourage cooperative purchasing with other school boards and other units of government or their agencies of public authorities, or utilize a "piggy-back clause" to existing Ministry or government services contracts or other cooperatives, whenever the best interest of the Board will be served.

**J. DISPOSAL PROCEDURES**

The following shall apply for disposal of surplus equipment:

(All revenue generated through the Disposal process shall be returned to the originator cost centre (school/department)).

1. Any property belonging to the Board and declared surplus to its particular use by the respective Superintendent, Principal or Manager shall be disposed of by means of public auction, tender or quotation or released to a charitable organization by the Financial Services Department and documented accordingly.
2. The Manager of Financial Services shall have the authority to sell, exchange, or trade-in all goods declared surplus to need, and where it is cost effective and in the best interest of the Board to do so.
3. If it is determined that a higher return of net disposal costs can be achieved by sale of surplus Goods to the original vendor or vendors in that line of business, the Manager of Financial Services shall negotiate to sell such Goods at the highest return.
4. Where it is deemed appropriate by the Manager of Financial Services and/or the respective Superintendent, Principal or Manager, a reserve price may be established and, in the case of disposal by Tender, published and disclosed; and in the case of auction or quotation, shall be used as an internal estimate and not disclosed.
5. Where items have been declared surplus and are determined by the Manager of Financial Services to have little or no value, he or she, in consultation with the respective Superintendent, Principal or Manager, shall have such item scrapped or donated to a charitable organization by the Financial Services Department and documented accordingly.

**K. PROHIBITIONS REGARDING PURCHASES**

1. No contract or purchase shall be divided to avoid the requirements of these procedures, and the annual or total project requirement shall be considered.
2. All petty cash purchases must exclude Tendered Goods, Tendered Programs and Tendered Services.
3. 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.
4. No personal purchases shall be made by the Board for elected members, or any appointed member of the Board, or for any Board employees, who are not deemed to be at Arms Length.
5. No member of the Board of Trustees and no officer or employee of the Board, shall become interested, directly or indirectly as a contracting party, or partner, in the work, the supplies or business in connection with a contract, or in any portion thereof, or of any supplies to be used therein, or in any monies to be derived there from.
6. No employee or elected official shall bid on the sale of Goods except those Goods disposed of by public auction.
  - 6.1 No employee of the Board who is assigned to work at an auction may bid on any Board assets being offered for sale at the auction.

- 6.2 No employee of the Board having the responsibility for identifying items as surplus may bid on such items at the auction sale.

## L. MISCELLANEOUS

### 1. Discounts

In arriving at a price, cash discounts will be considered part of the vendor's Bid.

### 2. Procurement Documentation and Records Retention

All acquisition processes shall be documented by the Financial Services Department and kept on file in the Financial Services Department. All procurement documentation, as well as any other pertinent information for reporting and auditing purposes, must follow the Board's retention policies. A record of the procurement process documentation includes the following:

- a copy of the procurement justification or the business case;
- information regarding all supplier consultations, including any requests for information undertaken in the development of the procurement business case and/or procurement documents;
- evidence that all required approvals were obtained;
- copies of all procurement documents used to qualify and select the supplier;
- where the procurement was conducted through a VOR arrangement, information regarding the second stage selection process used to select the particular vendor of record;
- where the procurement was single or sole sourced, documented justification, applicable exemptions and associated approvals;
- copies of all advertisements of procurement documents;
- copies of all successful and unsuccessful responses, submissions, proposals and Bids received in response to procurement documents, including the Conflict of Interest Declaration and other attached forms;
- information regarding any issues that arose during the procurement process;
- information regarding all evaluations of submissions, Proposals and Bids received in response to procurement documents;
- information regarding all vendor debriefings including written documentation of the offer of vendor debriefing;
- copies of all award letters, notices and posted announcements;
- copies of additional agreements;
- information regarding all changes to the terms and conditions of an agreement, including any changes that resulted in an increase to pricing;
- information regarding the management of the supplier, including how the supplier's performance was monitored and managed and, where applicable, mechanisms used to transfer knowledge from the supplier to board staff;
- risk assessment information and recommendations, where applicable;

- contractor security screening decisions, where applicable;
- information regarding all protests, disputes or supplier complaints regarding the procurement process;
- evidence of receipt of deliverables; and,
- any other documentation as identified by the Board.

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 recoverable form if requested.

3. Special Funding/Bulk Purchase

When special or additional funding (from any and all sources) for approved projects or programs has been allocated and the respective Superintendent, Principal or Manager is ready to initiate the procurement process, the Manager of Financial Services shall be consulted prior to any request for purchases, pricing or demonstrations.

4. Change Orders/Retrofits Only

Extensions or changes to existing construction/service contracts shall be authorized in the following manner:

- 4.1 The originator of the contemplated change shall obtain a price from the contractor/supplier for the change under consideration.
- 4.2 When the originator is satisfied that the price for the contemplated change fairly represents the value of the work, he/she shall prepare and issue a "Change Order" to the original contract, subject to the following limitations:
  - 4.2.1 For Change Orders of \$25,000.00 (within budget) or less, approval must be obtained from the Manager of Financial Services.
  - 4.2.2 For Change Orders in excess of \$25,000.00, (or excess of Budget) approval must be obtained from the Director of Education.
- 4.3 Copies of all Change Orders shall be distributed to the Financial Services Department.

5. Environment

Every effort shall be made to competitively procure, whenever possible, environmentally appropriate and ecologically sound products while giving vendors fair and equitable access to School Board business.

The Board needs to consider environmentally responsible and sustainable Goods and Services as part of the purchasing decisions. The objectives of environmental sourcing are to:

- Provide an environmental role model for public procurement by making it a priority to use environmentally responsible Goods and Services, where feasible and cost effective;
- Support a healthier working environment for employees and for citizens in general through the purchase of environmental preferable Goods and Services;
- Increase demands for environmentally responsible Goods and Services, which may ultimately enhance their quality and cost competitiveness;

- Increase the conservation of resources through the use of more reusable products, and/or Goods and Services that require less energy and materials to produce or use.

6. Auctions

When deemed cost effective to the Board, the Manager of Financial Services, in consultation with the initiating Superintendent, Principal or Manager, shall consider auctions as a viable alternative to purchase.

7. Health and Safety

All products and service purchases through the Tendering/Quotation/Proposal process must adhere to the Board's policy of acquiring and maintaining Material Safety Data Sheets on file. Any Goods/Services purchased by an individual will become the obligation and liability of said individual.

8. Bidder's Recourse/Debriefing and Bid Protest Procedures

For procurements valued at \$100,000 or more annually, unsuccessful bidders will have an opportunity for a debriefing session by contacting the Manager of Financial Services. The debriefing will provide a bidder with a critical review of the unsuccessful Bid, and of what, in the opinion of the Board, were its particular strengths and weaknesses.

If the bidder has further concerns after meeting with the Manager of Financial Services, the bidder may contact the Director of Education. The Director of Education 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.

In scheduling vendor debriefings, the Board must:

- confirm the date and time of the debriefings with each vendor;
- conduct separate debriefings with each vendor;
- ensure that the same participants from the Board participate in every debriefing conducted ;
- retain all correspondence and documentation relevant to the debriefing session as part of the procurement documentation;
- the Board must provide a general overview of the evaluation process set out in the procurement documents;
- discuss the strengths and weaknesses of the supplier's submission in relation to the specific evaluation criteria and the supplier's evaluation score, if used. If more than price is evaluated, the Board may provide the supplier's evaluation scores and their evaluation ranking;
- the Board may provide suggestions on how the supplier may improve future submissions;
- be open to feedback from the supplier on current procurement processes and practices; and,
- address specific questions and issues raised by the supplier in relation to their submission.

The Board must not disclose information concerning other suppliers other than as specified above, as it may contain confidential third party organization proprietary information subject to the mandatory third party exemption under the MFIPPA. If a supplier makes such a request, the board must advise the supplier that a formal FOI request be submitted.

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.

9. Claims or Possible Claims

The Northeastern Catholic District School Board will preclude a vendor from bidding if the vendor has made a formal demand or otherwise put the Board on notice of a pending action or is involved in any actual litigation proceedings (excepting only construction lien demands, notices or proceedings) by or against or otherwise involving the Board.

10. Arbitration

The Board should utilize an Arbitration clause within bid documents as follows:

Any dispute between the parties arising out of or relevant to the Bid which cannot be resolved by the parties shall be referred to mediation for mandatory Alternative Dispute Resolution, and a Mediator shall be approved by each party, and such mediation is to take place within thirty (30) days of such referral.

Any dispute between the parties which cannot be resolved by such mediation shall be settled and determined by any Court of competent jurisdiction, provided however, that the Board reserves the right to submit such dispute for settlement and determination by arbitration pursuant to the Arbitration Act of Ontario (the "Act") in which case the following provisions shall apply. Either party may at any time give written notice to the other of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute.

In the case of the vendor giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the vendor may refer such matter to a court of competent jurisdiction. If the Board generates the notice, or if the notice is generated by the vendor and consented to by the Board, then the following provisions shall apply.

Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the parties fail to appoint an arbitrator, either party may apply to a Judge of the Ontario Court (General Division) to appoint an arbitrator to determine such dispute.

The costs of arbitration shall be paid by the party as determined by the arbitrator, which jurisdiction shall include the determination of the costs to be paid by the unsuccessful party. The award of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

11. Demonstration/Pilot Programs

If a department/school wishes to participate in a demonstration program/pilot to test certain of the products in specific Instructional or Administrative environments, the following must be followed:

Administrative:

A Standard Agreement to be formalized by the originator to include terms of agreement (listing of products, title risk, termination, etc.) and duly authorized by the Director of Education. All administrative pilots should incorporate (if feasible) a minimum of three vendors for comparison purposes.

Instructional:

Request for Information to be issued which would include terms of reference (termination dates, etc.) duly authorized by the Superintendent of Education and the Manager of Financial Services. All Instructional pilots must adhere to operational procedures of the Program Department as well as incorporate (if feasible) a minimum of three vendors for comparison purposes.

12. Procurement Card

In support of sound business practices, a procurement card will be issued to authorized Board employees for the acquisition of low volume, non-tendered Goods/Services.

13. Code of Ethics

The Financial Services Department of the Northeastern Catholic District School Board is a member of the Ontario Association of School Business Officials (OASBO/Purchasing Committee) [www.oasbo.org](http://www.oasbo.org) and abides by the Code of Ethics within this membership. Further, the Board has an established Supply Chain Management Code of Ethics.

14. Bid Irregularities

Major Irregularity: A deviation from the Bid request which affects the price, quality, quantity, or delivery and is material to the award. The Manager of Financial Services must reject any Bid which contains a major irregularity.

Major Irregularity – Automatic Rejection:

Failure to meet any of the following requirements constitutes a major irregularity:

1. The Bid must be received, in the manner prescribed by the applicable Bid document and time stamped by the Reception staff in the lobby by official bid closing time.
2. Price related information must be non-erasable, i.e. completed in ink, marker, etc.
3. Bid surety must be submitted with the Bid when the Bid request (or any addenda) indicated that such surety is required.
4. Proof of authority to bind the bidder must be evident in the submission when the Bid request (or any addenda) indicated that such proof is required.
5. Bid surety must be in the form specified in the Bid request or in a form providing equivalent or greater financial security for the Board.



6. Amount of Bid surety must be no less than the amount indicated in the Bid request when a dollar amount is specified.
7. Bid or performance bonding company must be licensed to conduct business in Canada and in the Province of Ontario.
8. Prices must be complete and specified in accordance with the Bid request.
9. Notwithstanding provisions for "alternate Bids" which may be contained in the Bid request, Bids must conform to the essential requirements in the specifications or terms of reference. Essential requirements are those which are necessary to perform the intended operation.
10. Bidders must attend site meetings if such attendance is identified in the advertisement and Bid request as mandatory.

NOTE: The above list of irregularities should not be considered all inclusive. The Manager of Financial Services, after consultation with the originator, may reject a Bid based on an irregularity not listed, but considered major. Bidders whose Bids are rejected due to a major irregularity will be notified by the Manager of Financial Services or designate prior to any Bid award.

**Minor Irregularity:**

A deviation from the Bid request which affects form, rather than substance providing the effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The Manager of Financial Services may permit the bidder to correct a minor irregularity (substantial compliance or strict compliance).

**Minor Irregularity – Bidder may rectify:**

Failure to meet any of the following requirements constitutes a minor irregularity. The Manager of Financial Services will notify the bidder and ask that the deviation from the Bid request be rectified within a specified time (usually two working days from the time of notification). If the information is not provided within the specified time, the Manager of Financial Services may reject the Bid.

1. Agreements to provide surety must be submitted with the Bid when the bid request indicated that such agreements are required.
2. The authorized signatures and corporate seals of both the bidder and the bonding company must be supplied on the Bid bond forms and agreements to bond.
3. All changes to information contained in the Bid document must be initialed by an authorized representative of the bidder.
4. Technical specifications documents must be completed and submitted with the bid when specified in the Bid request.

NOTE: The above list of irregularities should not be considered all inclusive. Minor irregularities not listed will be reviewed by the Manager of Financial Services in consultation with the originator. The Manager of Financial Services may then accept the Bid or request that the bidder rectify the deviation.

Mathematical Errors: Rectified by Staff

Errors in mathematical extensions and/or taxes will be corrected by the Manager of Financial Services and the unit prices will govern.

Director of Education:



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Date:

Sept 29, 2010

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**[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**

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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]**

[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]**

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[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.

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]