

SCHOOL DISTRICT NO. 71 (COMOX VALLEY)

POLICY MANUAL

POLICY:	3003 R1
Date:	September 27, 2011
Revision:	5

BOARD REGULATION

PURCHASING

In order that the policy of the Board is followed to ensure as far as possible that the best value is obtained for dollars expended, all personnel who are delegated some responsibility for purchasing will observe the guidelines provided below.

General Guidelines

Definitions of varying methods of procurement described below, and the decision to use any particular form will depend on the complexity of the requirement, the monetary value, and the urgency.

Purchasing decision Matrix						
	Authorization Means	Determination of Supplier		Purchase Order	Process type	Approver
	Requisition	Quote	Tender			
< \$500	N	N	N	N	Purchasing card/expense claims	Local
< \$1000	Y	Verbal	N	Y	Purchase order->invoice	Local
< \$5000	Y	Written	N	Y	Purchase order->invoice	Local
< \$10,000	Y	Written	N	Y	Purchase order->invoice	Secretary Treasurer
< \$25,000	Y	N/A	Non advertised	Y	Non advertised tender process	Secretary Treasurer
> \$25,000	Y	N/A	Public	Y	Public tender process	Secretary Treasurer

Use of Requisitions (Requests for Purchase Orders)

All supplies, services, and equipment being purchased over \$500 must be covered by a requisition initiated by the school or district department. Individual staff members are not to place orders other than by this method. This requisition is in a form that becomes a purchase order when signed by the Secretary-Treasurer or designate. The only exceptions to this requirement are as follows:

- a. With prior authorization from their supervisor/principal, employees may purchase items through petty cash or purchasing card.
- b. Purchases may be made through school trust accounts for home economics and industrial education consumable supplies, with reimbursement claimed by submission of a Request for Reimbursement of School Trust Fund form with receipts attached.
- c. Gases and fuel refills.

Exceptional Circumstances

The Secretary-Treasurer may authorize the immediate purchase of any item or service without recourse to the provisions of this procedure where:

- staff, student or public safety is in question;
- purchase will prevent damage to School District facilities;
- essential services will be restored;
- or essential physical plant services will be restored.

It is not necessary to tender or go through the quotation process for purchases of used items and legal services.

DETERMINATION OF SUPPLIERS

Purchasing Card Program

The Purchasing Card Program is not intended to avoid or bypass purchasing policies and procedures as outlined in these regulations. Instead, it is intended to provide flexibility and autonomy to the user while complementing current existing purchasing procedures and payment guidelines. Unlike personal charge cards, the P- Card Program incorporates controls over certain types of expenditures. These controls ensure that the P-Card can only be used with specific types of merchants and within specific dollar limits.

Quotations Process

- a. Request for quotes can take the following forms:

- i. Written quotations from three or more sources in response to a written request. Responses may be submitted by fax;
 - ii. Verbal quotations given by two or more supplier representatives, usually by telephone. Such quotations are to be recorded by the requester and retained with the purchase order.
- b. Quotations must be obtained for the following:
 - i. Individual items costing over \$500.00.
 - ii. A group of items costing over \$800.00.

There may be a few exceptions to (ii), such as an order for a large quantity of library books. There will be no exceptions to (i).
- c. All things being equal quality and suitability preference shall be given to local firms, then BC and then Canada. Local and provincial firms which have previously supplied the school district will continue to be given the opportunity to provide quotations on items similar to those which they normally supply. Should a school or department wish an exemption from requesting quotes from previous suppliers, approval must first be obtained from the Secretary-Treasurer.
- d. Quotations must be solicited from a minimum of three suppliers, except when less than three are known. If assistance is required with the names of potential suppliers, contact the School Board Office, Maintenance Department, or Learning Resources Centre as appropriate.
- e. Quotation forms may be forwarded to suppliers either direct or through the School Board Office.
- f. Copies of quotations received must be kept with the purchase documentation for later verification.
- g. The requisition must include the date of the quote and other pertinent details, such as whether or not delivery cost is included in the price. Incomplete requisitions will not be approved.
- h. If quotations are obtained from less than three suppliers, or if purchase from other than the low bidder is recommended, a memorandum of explanation must be kept with the purchase documentation.

Petty Cash Administration

The policy on the use of Petty Cash is as follows:

- a. Petty cash will not be used without prior approval of the principal.
- b. Petty cash will be reimbursed ONLY if submitted with 30 days of the purchase.
- c. To reduce the administrative burden created by the use of petty cash, school principals will set and monitor the limit of purchase using petty cash.
- d. There will be no administration conducted by accounts staff to obtain tax rebates on petty cash purchases.
- e. Schools and Departments are to submit a remittance form on a bi-weekly schedule.
- f. This policy does not apply to the purchase of equipment and technology hardware/software.
- g. Suppliers with poor performance records should have their vendor registration revoked for periods of time. To enable this to be defensible, schools should send documented instances to the warehouseman for compilation.

Tender Process

Tenders are offers made by firms which have been invited to submit tenders, in sealed envelopes, for goods or services; these tenders are received before a closing date and time specified in the "Invitation to Tender" document. The formality of this procedure ensures that the tender of a supplier is not disclosed to competitors before the closing date specified in the "Invitation to Tender".

RECEIVING OF TENDERS

- a. Sealed tenders, clearly marked with the tender number or title, will be received by the Director of Operations of Comox Valley Board of Education School District 71, 607 Cumberland Road, Courtenay, B.C. V9N 7G5 up to 3:00 p.m. local time, DAY of Week, Date, 2007. The method of delivery to accomplish this is the responsibility of the bidder. Tenders received after the closing time will be returned unopened. Faxed tenders will not be accepted.
- b. Tenders will be opened publicly immediately following the tender closing.
- c. Bidders wishing to obtain competitors' bid information must attend the tender opening. Bidders not attending the opening can request information through the *Freedom of Information Act*.

SUBMISSION OF TENDERS

- a. Tenders must be submitted on the form provided and returned in the self- addressed envelope, also provided.

- b. Other information requested to be submitted, or submitted by the bidder as additional information, such as product printed matter, samples etc are not required to be enclosed in the envelope with the tender form. The tender form must be affixed to the other material being submitted as a single package.
- c. All tenders submitted become the property of Comox Valley Board of Education School District 71 and as such, are subject to the Freedom of Information and Protection of Privacy Legislation. To request documentation confidentiality, bidders must submit a covering letter, with their tender detailing the specifics of their request.

WITHDRAWAL OF TENDERS

Tenders may be withdrawn personally, by written notice or by fax provided such notice of withdrawal is received by the Director of Operations or delegate prior to the tender closing time.

REVISIONS OF TENDERS

- a. A tender already delivered to Comox Valley Board of Education School District 71 (owner) may only be revised in the following manner and the revision must be plainly referable to a particular tender. Revisions to tenders already received must be submitted only by fax or signed letter. The revision must state **only** the amount of which a figure is to be increased or decreased or specific directions as to the exclusion or inclusion of particular words.
- b. Please note in the case of faxed revisions to tender, Comox Valley Board of Education School District 71 assumes no responsibilities and the bidder assumes all risks of using faxed communications for revisions. The faxed transmission must be received by the office of the Director of Operations or delegate prior to closing time.
- c. Alterations, qualifications or omission to the tender form may be cause for rejection.
- d. Failure to complete the tender document may result in rejection of tenders submitted.

AWARDING OF TENDER

- a. This tender will be irrevocable for a period of sixty (60) days from tender closing time. The lowest or any tender will not necessarily be accepted.
- b. The completed tender document, terms, conditions, instructions, specifications and any attachments shall become part of any contract entered into between the successful bidder and Comox Valley Board of Education School District 71.

- c. The right is reserved to reject any or all tenders and to waive any minor informalities or irregularities in tenders received.
- d. This tender, if awarded, may be in whole or in part and Comox Valley Board of Education School District 71, reserves the right to award this tender to multiple bidders. In the event of funding difficulties, some areas or schools may be eliminated in order to meet budget constraints.
- e. Criteria for award or rejection of this tender may include but not be limited to the following: price stated, total cost implication, product quality, references, past performance and the demonstrated ability and personnel to fulfill the requirements of the tender.

INSURANCE CLAUSES

The successful bidder must provide proof of the required insurance within five (5) business day of notice of award prior to proceeding with the work.

INDEMNIFICATION

Notwithstanding the provision of coverage and insurance by the Owner, the Contractor will indemnify and save harmless the Owner, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the owner, may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly by reason if any act or omission of the contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Contract, excepting always liability arising out of the independent negligent acts of the Owner.

- 1. The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Owner:
 - a. **Comprehensive General Liability** in an amount not less than \$2,000,000 (two million dollars) inclusive per occurrence against bodily injury and property damage.

The Owner is to be added as an additional insured under this policy. Such Insurance shall include, but is not limited to:

- .01 Products or Completed Operations Liability;
- .02 Owner's and Contractor's Protective Liability;
- .03 Blanket written Contractual Liability;
- .04 Contingent Employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automotive Liability;

- .07 Cross Liability;
- .08 Employees as additional Insured's;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;

and where such further risk exists:

- .11 Shoring, Blasting, Excavating, Underpinning, Demolition, Pile driving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable
- .12 Elevator and Hoist Liability; and
- .13 Operation of Attached Machinery.

- b. **Automobile Liability** on all owned or leased vehicles in an amount not less than \$2,000,000 (two million dollars).
 - c. **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than \$2,000,000 (two million dollars) per occurrence and including aircraft passenger hazard liability, where applicable.
 - d. **Property insurance** which shall cover all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, while such property is being transported to the site, and thereafter until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the Owner, and shall contain a waiver of subrogation against the Owner.
- 2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Owner.
 - 3. The Contractor shall provide the Owner with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in a form acceptable to the Owner. When requested by the Owner, the Contractor shall provide certified copies of required insurance policies.
 - 4. All required insurance shall be endorsed to provide the Owner with 30 (thirty) days advance written notice of cancellation or material change.
 - 5. The Contract or hereby waives all rights of recourse against the Owner with regard to damage to the Contractor's property.
 - 6. The Contractor shall required and ensure that each subcontractor maintains liability insurance comparable to that required above.
 - 7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement or the Work until the date of the final certificate for payment.

BONDS

The Contractor shall enclose a Bid Bond or certified cheque in the amount of 10% (ten per cent) of the total of the tender figure(s) in the lawful money of Canada, made payable to the owner.