



COMMISSION SCOLAIRE CENTRAL QUÉBEC  
CENTRAL QUÉBEC SCHOOL BOARD

**POLICY ON SUPPLY, SERVICE AND  
CONSTRUCTION CONTRACTS**

(Adopted May 10, 2013)  
(Revision October 18, 2013, March 25, 2015)

**POLICY**

*Note: The masculine gender is used throughout this policy solely in order to simplify the text.*

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## 1. PURPOSE

The purpose of this Policy is to determine the conditions that are to govern the procurement of goods, including purchase or rental contracts for equipment which may include installation costs and/or upkeep costs, services other than those related to the integration of art in building projects and construction work at the School Board through the awarding of supply contracts, service contracts and construction contracts by the School Board.

## 2. BASIS OF THE POLICY

This Policy is based on the following documents:

- 2.1 The Education Act (R.S.Q., ch. I-13.3);
- 2.2 The Building Act (R.S.Q., ch. B-1.1);
- 2.3 The Act respecting contracting by public bodies (R.S.Q., ch. C-65.1) and the Regulations respecting supply contracts, service contracts and construction contracts of public bodies;
- 2.4 Intergovernmental trade liberalization agreements entered into by the Government of Québec.
- 2.5 An Act respecting workforce management and control within government departments, public sector bodies and networks and state-owned enterprises

## 3. PRINCIPLES

In compliance with all governmental agreements applicable to the School Board and in accordance with the *Act respecting contracting by public bodies* and its regulations, this Policy aims to:

- 3.1 Ensure the supply of goods and services at the lowest possible cost within the framework of sound management practices;
- 3.2 Ensure transparency in contracting processes;
- 3.3 Ensure the honest and fair treatment of tenderers;
- 3.4 Give all qualified tenderers the opportunity to compete in calls for tenders made by the School Board;
- 3.5 Ensure the use of effective and efficient contracting procedures, including careful, thorough evaluation of procurement requirements that reflects the School Board's and the government's sustainable development and environmental policies;
- 3.6 Ensure the implementation of quality assurance systems for the goods, services and construction work required by the School Board;



- 3.7 Ensure that any person acting for or on behalf of the School Board is subject to and respects this Policy;
- 3.8 Ensure accountability by the chief executive officers of the School Board and the proper use of public funds;
- 3.9 Take into consideration ministerial policies and orientations, particularly with regard to the sound management of resources, sustainable development and healthy lifestyle.

#### **4. DEFINITIONS**

##### **4.1 Goods**

All movable property, equipment, tools and consumer goods.

##### **4.2 Goods for investment**

Expenditure incurred by the School Board in order to acquire, construct, develop, enhance or improve a capital asset that will yield benefits over a certain number of accounting periods.

##### **4.3 Contractor**

A natural or legal person who provides services in the construction sector.

##### **4.4 Service provider**

A natural or legal person who provides services of a technical nature or professional services.

##### **4.5 Supplier**

A natural or legal person who provides goods.

##### **4.6 Public call for tenders**

A process whereby the School Board publicly invites suppliers, service providers and contractors to submit their tenders for the purpose of acquiring goods, services or construction work in compliance with the *Act respecting contracting by public bodies* and its regulations.

##### **4.7 Invitation to tender**

A process whereby the School Board invites a limited number of suppliers, service providers or contractors to submit their tenders for the purpose of acquiring goods, services or construction work.

##### **4.8 Direct request for quotes**

A process whereby the School Board invites a limited number of suppliers, service providers or contractors to submit their prices and terms in writing for the purpose of the acquisition of goods, services or construction work.

##### **4.9 Tender documents**

All documents, clauses and conditions issued by the School Board relating to an invitation to tender or a public call for tenders.



- 4.10 Order**  
A document duly signed by an authorized person whereby a supplier, service provider or contractor is authorized to supply goods, provide a service or execute construction work according to pre-determined terms and conditions.
- 4.11 Delivery order contract**  
A contract entered into with one or more suppliers when the needs are recurrent and the quantity of goods, the rate or the frequency of purchase is uncertain.
- 4.12 Task order contract**  
A contract entered into with one or more service providers or one or more contractors when the needs are recurrent and the number of requests, the rate or the frequency of execution is uncertain.
- 4.13 Supply contract**  
A contract for the purchase or rental of movable property, which may include the cost of installing, operating and maintaining the property.
- 4.14 Service contract**  
A contract for services of a technical nature or professional services.
- 4.15 Service contract of a technical nature**  
A contract for the purpose of carrying out physical work, which is accomplished largely through technical procedures.
- 4.16 Professional service contract**  
A contract for the purpose of carrying out intellectual work, which requires mainly design, creation, research, and analysis work or services provided by a professional whose profession is subject to the *Code des professions*.
- 4.17 Construction contract**  
A contract for the purpose of carrying out construction work in accordance with the *Building Act*, such as all foundation work, construction, renovations, repairs, maintenance, modifications or demolition of a building for which the contractor must hold a licence required under Chapter IV of the *Building Act*.
- 4.18 Contract by mutual agreement**  
A process whereby the School Board awards a contract for the acquisition of goods, services or construction work directly to one supplier, service provider or contractor after he has submitted his price(s) and terms and conditions to the School Board.
- 4.19 Certification of goods**  
Pre-selection of goods by the School Board prior to making an acquisition, without a request for prices.
- 4.20 Qualification of service providers**  
Pre-selection of service providers by the School Board prior to making an acquisition, without a request for prices.



**4.21 Director of an administrative unit**

A school or centre principal or a director of a School Board service.

**4.22 Selection Committee**

In the event that tenders for supply contracts, service contracts or construction contracts are requested on a quality basis, a selection committee must be formed of a secretary in charge of coordinating activities and of at least 3 members.

**5. IMPLEMENTATION**

5.1 The Council of Commissioners shall adopt this Policy and any revisions to it and designate the contract rules compliance monitor.

5.2 The Council of Commissioners is the chief executive officer at the School Board and shall perform the specific duties it is assigned in the *Act respecting contracting by public bodies* and according to *An Act respecting workforce management and control within government departments, public sector bodies and networks and state-owned enterprises*.

5.3 The Council of Commissioners, the General Directorate and the Directors of administrative units are the bodies authorized to spend School Board funds in accordance with the provisions of this policy.

**6. SCOPE**

6.1 This Policy applies to the procurement of goods, services and construction work by the School Board from a supplier, a service provider or a contractor who is:

6.1.1 A for-profit legal person established for a private interest;

6.1.2 A general, limited or undeclared partnership;

6.1.3 A natural person who operates a sole proprietorship;

6.1.4 An enterprise most of whose employees are handicapped persons;

6.1.5 A non-profit organization (cooperatives, community organizations);

6.1.6 Other public bodies that are subject to the *Act respecting contracting by public bodies*.

6.2 Contracts of affreightment, contracts of carriage other than those subject to the Education Act, damage insurance contracts and contracts of enterprise other than construction contracts are considered to be service contracts.

6.3 School bus transportation contracts are not considered to be service contracts as they are subject to the Education Act.



## 7. GENERAL PROVISIONS

- 7.1 All acquisitions by the School Board must be made in compliance with this Policy and the documents that form its basis, and in accordance with the funds put at its disposal.
- 7.2 The School Board will:
- 7.2.1 institute measures to ensure that neither a tenderer nor his representative communicated or tried to communicate with a member of a selection committee regarding a tender for which he presented a tender with a view to influencing a decision;
  - 7.2.2 institute measures to ensure the respect of all applicable laws including the Federal Competition Act, specifically related to price fixing, and, in the case where a business violates an applicable law, measures whereby the contract either not be signed or cancelled;
  - 7.2.3 in the event that a tenderer defaults on the tender, reserve the right to claim the difference between the tender price and the price of the tender retained from the tenderer in default;
  - 7.2.4 make clear that, in the event that the prices of all the tenders submitted are too high or disproportionate or do not reflect a fair price, the possibility that none of the tenders will be retained may apply;
  - 7.2.5 take all necessary measures to prevent any situation that might compromise the impartiality and the objectivity of the tender process and the management of the resulting contract, specifically related to situations of conflict of interest, intimidation, influence peddling or corruption.
- 7.3 The School Board shall favour, whenever this is possible and economically beneficial:
- 7.3.1 Group purchasing of goods and services;
  - 7.3.2 The use of suppliers, service providers and contractors from its regions;
  - 7.3.3 A rotation system among the suppliers, service providers and contractors it deals with as part of its procurement processes;
  - 7.3.4 The use of new suppliers, service providers and contractors in the sector covered by the acquisition process.
- 7.4 The School Board must request a tender guarantee, a performance guarantee or a guarantee for wages, materials and services when stipulated in the *Act respecting contracting by public bodies*. It may also request such guarantees during any other acquisition process.
- 7.5 It is prohibited to split amounts for the purpose of avoiding compliance with any aspect of this Policy.
- 7.6 The School Board has sole ownership of all goods acquired, irrespective of their location within administrative units, and is the only one to benefit from the services or construction work it acquires.



## 7.7 Language Requirements

The School Board must take into consideration the actions enumerated below in order to ensure, as much as possible, that French is found on all goods delivered and in all documents relevant to the purchasing process for goods and services:

- 7.7.1 Correct French terminology will be used throughout the purchasing process, whether it be by mutual agreement, public tenders or tenders by invitation;
- 7.7.2 Suppliers will be required to provide documentation containing French or a version in French, of all documents, communications or inscriptions that accompany a product, appliance, material or machine.
- 7.7.3 Special attention is to be given to the following: packing slip, invoice, guarantee, technical instructions, installation and maintenance manual, directions for use, poster, label, safety instructions, catalogue, pamphlet, leaflet;
- 7.7.4 French will be required in all communications or training concerning a service offered (technical assistance and customer service);
- 7.7.5 The French version of all software, when it exists, is required for both administrative and pedagogical purposes;
- 7.7.6 Require that the inscriptions on keyboards, functions and control buttons or other equipment, be in French when such equipment is installed.

## 8. PRE-SELECTION PROCESS

- 8.1 Prior to the acquisition process, the School Board may, where it is appropriate to ensure that the goods meet a recognized standard or an established technical specification, use a certification process for goods.
- 8.2 Moreover, the School Board may, at intervals varying from 1 to 3 years, if deemed necessary for a category of services of a technical nature or professional services, use a qualification process for service providers.
- 8.3 These processes are carried out in accordance with the following provisions:
  - 8.3.1 For the certification of goods: the *Regulation respecting supply contracts of public bodies*;
  - 8.3.2 For the qualification of service providers: the *Regulation respecting service contracts of public bodies*.
- 8.4 All subsequent contracts relating to certified goods or services where the service providers have qualified shall be limited to the list of certified goods or the list of qualified service providers. When such contract involves an expenditure equal to or above the public tender threshold, it must be awarded through a public call for tenders.





## 9. CONTRACT ENTERED INTO BY MUTUAL AGREEMENT

- 9.1 The School Board may enter into a contract by mutual agreement in such cases where it is provided for in the *Act respecting contracting by public bodies* or its regulations, regardless of the amount of the expenditure involved.
- 9.2 The School Board may also award a contract by mutual agreement according to the conditions and in the situations stipulated in this Policy.
- 9.3 Prior to awarding a contract by mutual agreement, the School Board must ensure that it has obtained the best prices and terms and conditions from the supplier, service provider or contractor concerned.

## 10. SUPPLY CONTRACT - PURCHASE OF GOODS FOR CONSUMPTION OR FOR INVESTMENT

### 10.1 **Public call for tenders**

- 10.1.1 The School Board must make a public call for tenders for all supply contracts whose value is equal to or more than \$100,000;
- 10.1.2 For any contract referred to in the public call for tenders procedure that is not subject to an intergovernmental agreement, the School Board shall make a regionalized public call for tenders, unless such a procedure is not economically beneficial;
- 10.1.3 The School Board may make a public call for tenders for contracts involving an expenditure of a lower amount;
- 10.1.4 If the goods covered by the public tender procedure have been certified by the School Board, the public call for tenders' procedure must take this into account.

### 10.2 **Invitation to tender**

- 10.2.1 The School Board shall issue an invitation to tender for all supply contracts involving an expenditure of equal to or more than \$10,000 but less than \$100,000.;
- 10.2.2 The School Board may issue an invitation to tender for contracts involving an expenditure of a lower amount. In such cases, the invitation to tender procedure provided for in this Policy shall apply;
- 10.2.3 The invitation to tender procedure shall be established by the School Board in its tender documents and must contain, at minimum, the following information:
- The date, time and place for receipt of tenders;
  - The obligation of suppliers to submit their tenders in writing to the School Board;
  - The contract award procedure;
  - The fact that the School Board does not bind itself to accept the lowest or any of the tenders received.



### **10.3 Direct request for quotes**

- 10.3.1 The School Board shall make a direct request for quotes for all supply contracts whose value is equal to or more than \$2,500 but is less than \$10,000;
- 10.3.2 The School Board may make a direct request for quotes for supply contracts of a lesser value. In such cases, the procedure for a direct request for quotes provided for in this Policy shall apply;
- 10.3.3 The request set out in sections 10.3.1 and 10.3.2 shall be submitted by the School Board to at least three suppliers, specifying the good(s) required by the School Board, the contract award procedure and any other relevant information;
- 10.3.4 Before awarding the contract, the School Board shall await written confirmation of the prices and conditions offered by the solicited suppliers who are interested;
- 10.3.5 If the goods covered by the direct request for quotes have been certified by the School Board, the request must take this into account.

### **10.4 Contract by mutual agreement**

- 10.4.1 The School Board shall enter into a contract by mutual agreement for all supply contracts whose value is less than \$2,500;
- 10.4.2 The School Board shall communicate directly with at least one supplier specifying the good(s) required by the School Board and any other relevant information;
- 10.4.3 Before awarding the contract, if it is not satisfied with the price obtained, the School Board shall take steps to ensure that it has obtained the best prices and terms and conditions for the supply contract;
- 10.4.4 If the goods covered by the contract by mutual agreement have been certified by the School Board, the contract must take this into account.

### **10.5 Delivery order contract option**

- 10.5.1 Irrespective of the procurement method selected, the School Board may enter into a delivery order contract with the selected supplier;
- 10.5.2 The School Board's tender documents, or the information it sends to suppliers when making a direct request for quotes or when awarding a contract by mutual agreement, must specify that the School Board intends to enter into such delivery order contract at the end of the process.

## **11. SERVICE CONTRACT**

### **11.1 Public call for tenders**

- 11.1.1 The School Board must make a public call for tenders for all service contracts whose value is equal to or more than \$100,000;
- 11.1.2 For any contract referred to in the public call for tenders procedure that is not subject to an intergovernmental agreement, the School Board shall make a regionalized public call for tenders, unless such a procedure is not economically beneficial;
- 11.1.3 The School Board may make a public call for tenders for contracts of a lesser value.



## **11.2 Invitation to tender**

- 11.2.1 The School Board shall issue an invitation to tender for all service contracts whose value is equal to or more than \$10,000 but is less than \$100,000;
- 11.2.2 The School Board may issue an invitation to tender for contracts of a lesser value. In such cases, the invitation to tender procedure provided for in this Policy shall apply;
- 11.2.3 The invitation to tender procedure shall be established by the School Board in its tender documents and must contain, at minimum, the following information:
- The date, time and place for receipt of tenders;
  - The obligation of service providers to submit their tenders in writing to the School Board;
  - The contract award procedure;
  - The fact that the School Board does not bind itself to accept the lowest or any of the tenders received.

## **11.3 Direct request for quotes**

- 11.3.1 The School Board shall make a direct request for quotes for all service contracts whose value is equal to or more than \$2,500 but is less than \$10,000;
- 11.3.2 The School Board may make a direct request for quotes for contracts of a lesser value. In such cases, the procedure for a direct request for quotes provided for in this Policy shall apply;
- 11.3.3 This request shall be submitted to at least three service providers, specifying the service(s) required by the School Board, the contract award procedure and any other relevant information;
- 11.3.4 Before awarding the contract, the School Board shall await written confirmation of the prices and conditions offered by the solicited service providers who are interested.

## **11.4 Contract by mutual agreement**

- 11.4.1 The School Board shall enter into a contract by mutual agreement for all service contracts whose value is less than \$2,500;
- 11.4.2 The School Board shall communicate directly with at least one service provider specifying the service(s) required by the School Board and any other relevant information;
- 11.4.3 Before awarding the contract, if it is not satisfied with the price obtained, the School Board shall take steps to ensure that it has obtained the best prices and terms and conditions for the supply contract.

## **11.5 Task order contract option**

- 11.5.1 Irrespective of the procurement method selected, the School Board may enter into a task order contract with the selected service provider;
- 11.5.2 The School Board's tender documents or the information sent to service providers when making a direct request for quote or awarding a contract by mutual agreement must specify that the School Board intends to enter into such task order contract at the end of the process.



### **11.6 Fixed price contract**

For professional services for an architecture or engineering contract, involving an expenditure of less than \$100,000 for which the School Board has carried out a pre-selection process, the School Board shall award the contract, among the qualified service providers, in accordance with the rotation system set out in section 7.3.3 of this Policy, except in specific circumstances.

## **12. CONSTRUCTION CONTRACT**

### **12.1 Public call for tenders**

12.1.1 The School Board must make a public call for tenders for all construction contracts whose value is equal to or more than \$100,000;

12.1.2 For any contract referred to in the public call for tenders procedure that is not subject to an intergovernmental agreement, the School Board shall make a regionalized public call for tenders, unless such a procedure is not economically beneficial;

12.1.3 The School Board may make a public call for tenders for contracts of a lesser value.

### **12.2 Invitation to tender**

12.2.1 The School Board shall issue an invitation to tender for all construction contracts whose value is equal to or more than \$25,000 but is less than \$100,000;

12.2.2 The School Board may issue an invitation to tender for contracts of a lesser value. In such cases, the invitation to tender procedure provided for in this Policy shall apply;

12.2.3 The invitation to tender process shall be established by the School Board in its tender documents and must contain, at minimum, the following information:

- The date, time and place for receipt of tenders;
- The obligation of contractors to submit their tenders in writing to the School Board;
- The contract award procedure;
- The fact that the School Board does not bind itself to accept the lowest or any of the tenders received;

12.2.4 Tender documents shall be sent to at least three contractors.

### **12.3 Direct request for quotes**

12.3.1 The School Board shall make a direct request for quotes for all construction contracts whose value is equal to or more than \$5,000 but is less than \$25,000;

12.3.2 The School Board may make a direct request for quotes for contracts of a lesser value. In such cases, the procedure for a direct request for quotes provided for in this Policy shall apply;

12.3.3 This request must be submitted to at least three contractors, specifying the construction work required by the School Board, the contract award procedure and any other relevant information;



12.3.4 Before awarding the contract, the School Board shall await written confirmation of the prices and terms and conditions offered by the solicited contractors who are interested.

**12.4 Contract by mutual agreement**

12.4.1 The School Board shall enter into a contract by mutual agreement for all construction contracts whose value is less than \$5,000;

12.4.2 The School Board shall communicate directly with at least one contractor specifying the construction work required by the School Board and any other relevant information;

12.4.3 Before awarding the contract, if it is not satisfied with the price obtained, the School Board shall take steps to ensure that it has obtained the best prices and terms and conditions for the construction contract.

**12.5 Task order contract option**

12.5.1 Irrespective of the procurement method selected, the School Board may enter into a task order contract with the selected contractor;

12.5.2 The School Board's tender documents or the information sent to the contractor when making a direct request for quotes or awarding a contract by mutual agreement must specify that the School Board intends to enter into such task order contract at the end of the process.

**12.6 Required authorization**

The approval mechanisms as determined in section 15.5 will apply in the following circumstances:

12.6.1 When the tender validity period is greater than 45 days;

12.6.2 Before entering into a contract involving an expenditure equal to or above the public tender threshold if:

12.6.2.1 Only one contractor submitted a compliant tender; or

12.6.2.2 Only one contractor submitted an acceptable tender following a quality evaluation of the tenders

12.6.3 Before continuing the tender process in the case of 12.6.2.2.

**13. EXCEPTIONS**

A contract by mutual agreement involving an expenditure equal to or above the public tender threshold may be entered into in exceptional circumstances as follows:

13.1 If there is an emergency that threatens human safety and/or property;

13.2 If there is only one possible contractor because of the existence of a guarantee, an ownership right or an exclusive right such as a copyright or a right based on an exclusive license or patent, or because of the artistic, heritage or museological value of the required property or service;

13.3 If the contract involves confidential or protected information whose disclosure in a public call for tenders could compromise its confidential nature or otherwise hinder the public interest;



- 13.4 If the public body considers that it will be able to prove that a public call for tenders would not serve the public interest given the object of the contract concerned;
- 13.5 If the contract to be entered into is subject to a specific government service agreement, obligation, policy, regulation or directive;
- 13.6 Such contracts would be subject to the approval mechanisms provided for in section 15.5 of this policy.

**14. PUBLICATION OF INFORMATION**

- 14.1 The Director responsible for Financial Services and/or the Director responsible for Buildings & Equipment at the School Board ensure that the School Board fulfils its obligations to publish information provided for in the *Act respecting contracting by public bodies* and its regulations;
- 14.2 They may be asked to provide information to the Council of Commissioners.

**15. ACQUISITION PROCESS**

- 15.1 The Director responsible for Financial Services and/or the Director responsible for Buildings & Equipment at the School Board are responsible for preparing, opening and examining the tenders received following a public call for tenders procedure or an invitation to tender procedure for supply, service or construction contracts of the School Board;
- 15.2 The Director responsible for Financial Services and/or the Director responsible for Buildings & Equipment at the School Board may also be responsible for establishing and implementing any acquisition process through a direct request for quotes or a contract by mutual agreement;
- 15.3 The principals of schools and Centre and the directors of service may also be responsible for establishing and implementing any acquisition process through a direct request for quotes or a contract by mutual agreement;
- 15.4 Any person responsible for an acquisition process must obtain the spending authorizations as well as any other authorization that is required under the *Act respecting contracting by public bodies* from the appropriate body;



- 15.5 Within the framework of School Board policies and procedures the following persons are mandated by the chief executive officer (Council of Commissioners) to authorize expenditures as follows:

	Goods	Services Natural person	Services All other cases	Construction Contracts
Council of Commissioners	≥ 100,000	≥10,000	≥ 25,000	≥ 100,000
Director General	10,000 to 99,999	<10,000	< 25,000	25,000 to 99,999
Directors of service	< 10,000	< 5,000	< 9,999	
Director responsible for Buildings and Equipment				< 25,000
School/centre principals	< 2,500	< 2,500	< 2,500	

## 16. AWARDING OF CONTRACT

- 16.1 The contract award procedure selected by the School Board for any of the procurement processes referred to in this Policy must be clearly defined in the tender documents or, when applicable, during a direct request for quotes or discussions with the solicited suppliers, service providers or contractors;
- 16.2 Any commitment made by the School Board to a supplier, service provider or contractor must be confirmed by signing a contract or by issuing a purchase order;
- 16.3 All contracts and purchase orders must be signed by a person authorized by the School Board;
- 16.4 Invoices are paid by Financial Services or the schools and Centre, in accordance with School Board policies and procedures.

## 17. CONTRACT MANAGEMENT CONDITIONS

- 17.1 Change orders
- 17.1.1 The School Board may make changes to the work provided for in a construction contract by issuing a change order;
- 17.1.2 If the total value of the contract including the change order or orders exceeds the initial authorization level, the change would be subject to approval mechanisms provided for in section 15.5 of this policy.
- 17.1.3 If the change order which is subject to approval mechanisms provided for in section 15-.5 of this policy would result in costly delays:
- The Council of Commissioners authorizes the Director General to approve change orders which are ≥ 25,000\$ or no more than 10% of the total cost of the project and which could result in costly delays, to be ratified by the Council of Commissioners at their next meeting;
  - The Council of Commissioners authorizes the Director of Financial Services to approve change orders which are < 25,000\$ and which could result in costly delays, to be ratified by the Council of Commissioners at their next meeting.



18. **EFFECTIVE DATE**

- 18.1 This Policy supersedes and replaces any previous policy covering the same subject and shall come into effect on March 25, 2015;
- 18.2 In the event of any discrepancies between this Policy and the *Act respecting contracting by public bodies* and its regulations, the Act and its regulations will prevail;
- 18.3 A copy of this policy and of any modified versions thereof will be sent to the *ministère de l'Éducation, du Loisir et du Sport*.

