



OFFICIAL COLLEGE BY-LAW

By-Law 9 : Concerning Procurement Contracts for Goods, Services and Construction

Approved by the Vanier College Board of Directors: February 21, 2017

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SECTION 1 PREAMBLE

The present By-law establishes principles and administrative regulations regarding the procurement of goods and services by administrative units while ensuring compliance with all applicable laws and regulations.

It allows the college, in a reasonable timeframe and at best market value, to acquire goods and services that are required for its operations in respect of the needs of the requesters and the availability of the market.

It ensures that the College issues contracts in a manner that will stand the test of public scrutiny in matters of good judgement while facilitating access, encouraging competition and reflecting fairness in terms of spending public funds while mitigating against risk and liability.

SECTION 2 DEFINITION

Act: the Act Respecting Contracting by Public Bodies (RSQ ch. C-65.1) and its regulations.

Administrative unit: Department or service of the College

Chief Executive Officer: The Board of Directors is designated as Chief Executive Officer by that Act. The board may delegate, by regulation, its responsibilities to the Executive Committee or the director general.

College: Vanier College

College credit card: A credit card used by Procurement Services during the normal procurement processes.

Construction: Construction work covered by the Building Act (RSQ ch. B-1.1) for which a contractor must have a license under chapter IV of this same act

Concession contract: A contact between the College and a company to operate a specific business on its property subject to certain conditions

Contract: A written agreement between the College and a supplier, service provider or contractor which specifies the purpose, compensation and contractual conditions for each of the parties. This agreement can be in the form of a purchase order or a procurement, service or construction contract.

Contract Rules Compliance Monitor: Person designated by the Chief Executive Officer which role consists particularly to ensure compliance with contractual regulation.

Delivery order contract: A contract with a supplier used when needs are recurrent and the quantity, rhythm, or frequency of the goods is uncertain.

Employment contract: A contract of employment is a contract by which a person, the employee, undertakes, for a limited time and for remuneration, to do work under the direction or control of another person, the employer. A contract of employment is for a fixed term or an indeterminate term. (Civil Code, a. 2085 and 2086)

Ineligible enterprise: Following an analysis of integrity by the “Autorité des Marchés Financiers”, an enterprise can be included on the register of ineligible enterprises for public contracts. Following registration, the enterprise is authorised to receive public contracts of any value.

Intergovernmental agreements: A public procurement liberalization agreement between the government of Quebec and another jurisdiction.

Invitational call for tender: A notice to a number of individual vendors inviting them to bid on supplying goods, service or on a construction contract.

LGCE: referring to *Loi sur la gestion et le contrôle des effectifs des ministères, des organismes et des réseaux du secteur public ainsi que des sociétés d’État*

Procurement: Activities and processes to acquire goods and services involving the establishment of requirements, sourcing activities, negotiation of contracts, awarding of contracts and contractual management.

Procurement Services: The administrative unit, under the authority of the Director of Administrative Services, responsible for all procurements activities in the College.

Public call for tender: An open invitation to all suppliers to deposit a bid at the College; this invitation is published on the electronic tendering system designated by the *Act*

Public tender threshold: The public tender threshold is established at \$100,000

Supply contract: the purchasing or lease of movable property, which may include the cost of installing, operating and maintaining the property.

Regionalized public call for tender: An invitation to all suppliers in a specified geographic area to deposit bids at the College; this invitation is published on the electronic tendering system designated by the *Act*.

Specifications: The document outlining the general, particular and technical requirement requested by the College.

Supplier: In the context of a public contract, a legal person established for a private interest, a general, limited or undeclared partnership or a natural person who operates a sole proprietorship. The term supplier in this document includes the term *Vendor* for goods contracts, *Service provider* for Service Contracts and *Contractor* for construction contracts.

Task order contract: Contract with a service provider used when needs are recurrent and the number of requests, rhythm or frequency of the execution of the service is uncertain.

Tender: Bid or quote in response to a call for tender.

Total value: The total value of a contract, order or expense including the original value of the contract, the value of optional periods, goods and services, regardless of whether the college used these options.

SECTION 3 SCOPE OF APPLICATION

3.01 SCOPE OF APPLICATION

Subject to article 3.02, this By-law applies to all procurement, service and construction contracts awarded by the College.

3.02 EXEMPTIONS

The present By-law does not apply to the following contracts as they are governed by other specific laws and regulations:

- The purchase, lease or transfer of a building
- Employment contracts
- Concession contract
- Purchasing of volumes and periodicals
- Agreements between public bodies

SECTION 4 LEGAL FRAMEWORK

4.01 APPLICABLE LAWS, BY-LAWS, REGULATIONS AND POLICIES

The present policy shall be subject to the provisions of all applicable laws, By-laws, regulations and policies including but not limited to:

- a) General and Vocational Colleges Act (CQLR c C-29) and all regulations under the act
- b) Integrity in Public Contracts Act
- c) Loi sur la gestion et le contrôle des effectifs des ministères, des organismes et des réseaux du secteur public ainsi que des sociétés d'État (Further referred as LGCE)
- d) An Act respecting the governance and management of the information resources of public bodies and government enterprises.
- e) An Act Respecting Contracting By Public Bodies (CQLR c. C-65.1)
- f) Regulation respecting supply contracts of public bodies (CQLR c C-65.1 r 2)
- g) Regulation respecting service contracts of public bodies (CQLR c C-65.1 r 4)
- h) Regulation respecting construction contracts of public bodies (CQLR c C-65.1 r 5)
- i) Quebec Policy regarding public markets
- j) Market liberalization agreements entered into by the Government of Quebec
- k) Directive concernant la gestion des contrats d'approvisionnement, de services et de travaux de construction des organismes publics
- l) Directive concernant la reddition de comptes en gestion contractuelle des organismes publics
- m) By-law #1, The General Administration of the College
- n) By-law #4, Finance

Provisions in laws, regulations and government policies take precedence over the provision of this By-law.

SECTION 5 GENERAL PRINCIPLES

5.01 PROCUREMENT RESPONSIBILITY

Subject to 5.02 and 5.03, all preparation and awarding of contracts for goods, services or construction are under the exclusive responsibility of procurement services.

5.02 PURCHASE OF BOOKS

All purchase of volumes and periodicals are the responsibility of the Library services and must be done in accordance with the *Act Respecting the Development of Quebec Firms in the Book Industry (L.R.Q. c. D-8.1)*

5.03 PURCHASE OF FOOD PRODUCTS

Procurement services delegate to departments and services the purchasing of food products. These purchases must be done in conformity with applicable laws and

regulations. When possible, the consolidation of requests and an annual or multi-annual purchase order is preferable to ensure a better budgetary control and more efficient administration.

5.04 RESPECT OF THE BY-LAW

Any contract subject to this By-law must be done in accordance with the provisions it contains. Any contract that does not respect the provisions is void and is the sole responsibility of the signatory unless an authorization from the Chief Executive Officer is completed and added to the procurement file.

5.05 GROUP PURCHASES

The college will favor group purchases whenever it is possible and when this mode is deemed beneficial for the College. The College also favors partnerships and trade in services with other public bodies whenever this practice is beneficial.

5.06 CONTRACT SPLITTING OR SEGMENTING

It is strictly prohibited to split a contract, segment it or modify a contract with the objective of avoiding the application of a provision under the act or the present By-law.

5.07 PROMOTION OF SUSTAINABLE DEVELOPMENT

The College favors, whenever possible and cost effective, the purchase of products and services that maintain or improve the quality of the environment and promote sustainable development.

5.08 CONFLICT OF INTEREST

Any personnel member must inform Procurement Services of any interest, direct or indirect, they may have with a possible supplier prior to starting a procurement process (e.g.: Current employment, past employment financial interest, employment of a family member, etc.). Depending on the relationship, procurement services may request the personnel member remove himself or herself from the procurement process. Personnel members that are involved in a procurement process should not have any direct or indirect interest with a company that is involved in the process.

5.09 REGIONALISATION

For any purchase under the threshold for a public tender, procurement services should favour suppliers in the region in which the service will be delivered and should evaluate the possibility of a regionalized public call for tender.

Whenever the college chooses to launch a regionalized or invitational call for tender, Procurement services determines the regional limits in an effort to ensure a sufficient level of competition.

5.10 USAGE OF ACQUIRED GOODS

The college acquires goods in order to achieve its mission. All goods acquired by the college are to be used exclusively for that purpose. Employees may only use them in the accomplishment of their duties and students within the scope of pedagogical activities.

5.11 ROTATION OF SUPPLIERS

For all types of acquisitions, Procurement Services ensures, when ever possible, the rotation of suppliers. For all contracts below the public tender threshold, the rotation of suppliers applies when the market is sufficient and it is in the college's interest.

5.12 AMENDMENTS TO A CONTRACT

An amendment to a contract is permitted as long as the amendment is accessory and does not change the nature of the contract.

For any contract that has a value equal or above the public tender threshold, the Chief Executive Officer may delegate, in writing and to the extent specified, the power to authorize such an amendment. Additional expenditures authorized under a given delegation cannot exceed 10% of the value of the initial contract.

The college is prohibited from amending a contract for the purpose of avoiding any obligation under the Act.

In all cases, an explanatory note by the requisitioning administrative unit or by procurement services must be included in the procurement file for audit purposes.

5.13 TAXES

All value expressed in this by law refers to amount before applicable taxes are added.

5.14 PROMOTION OF THE FRENCH LANGUAGE

All the steps in the procurement process must be carried out using the French language. The contractual documents and those accompanying the goods and services must be written in French including all inscriptions on products, their container and their packaging. In addition, when the use of a product requires the use of a language, French must be used.

However, the content of a product acquired for academic purposes may be in a language other than French. In this case, all the steps of the procurement process must still be carried out in French.

SECTION 6 DELEGATION OF AUTHORITY

6.01 DELEGATION UNDER THE ACT

The act designates the Board of Directors of the college as the Chief Executive Officer of the institution; its authority may be delegated.

Therefore, the Board of Directors delegates all the functions conferred as the Chief Executive Officer under the act to the Director General and the Executive Committee with the following exceptions:

The Board of Directors retains the following functions:

- To designate the Contract Rules Compliance Monitor
- To designate the Secretary of procurement committees

The Board of Directors delegates to the Executive Committee the following functions:

- Authorize the rejection of a tender which, after evaluation, has been found to have an unusually low price.
- To maintain or cancel the unsatisfactory performance evaluation against a college supplier

6.02 DELEGATION UNDER THE LGCE

The LGCE requires that all service contracts are authorized by the Chief Executive Officer prior to being awarded. The objective of the LGCE is to ensure that the control of the workforce is not bypassed by the issuance of a service contract.

The Board of Directors delegates to the Director General all the functions conferred on the Chief Executive Officer under the LGCE act to the Director General

SECTION 7 ROLES AND RESPONSIBILITIES

7.01 MANAGEMENT WITH SIGNING AUTHORITY

Each director is responsible for judging the pertinence of a goods or services purchased by its department in accordance with allocated budgets and applicable financial spending policies.

7.02 REQUESTERS

Each requester, in collaboration with procurement services, has the responsibility of defining their needs and providing all related information that is required. The requester must also plan their purchase to allow enough time for the procurement and approval processes to take place before the items or services are received.

7.03 PROCUREMENT SERVICES

Subject to article 5.02 and 5.03, the purchase of goods, services and the conclusion of construction contract are under the responsibility of procurement services. It is responsible for the rotation of suppliers and to determine the best solicitation do be used for each contract.

7.04 INFORMATION TECHNOLOGY SERVICES

Information Technology Services will be consulted to ensure technical compliance of goods and services that are related to information technology and communication to and that the requirements and standards established by the college are respected.

7.05 CONTRACT RULES COMPLIANCE MONITOR (RORC)

The RORC (Contract rules compliance monitor) is a person name by the Board of Director to oversee that contract rules prescribed by this Act and the regulations, policies and directives under this Act are complied with;Futhermore:

- Advise, and make recommendations or providing advisory opinions to, the Chief Executive Officer on compliance with contract rules.
- Oversee that measures are put in place within the College to ensure the integrity of internal processes;
- Oversee to the professional fitness of the personnel involved in contractual activities
- Responsible for leading a committee for the verification of bids that are abnormally low
- Exercising any other function the Chief Executive Officer may require to ensure that contract rules are complied with.
- Validates bid analysis for contracts over 100,000\$ before a recommendation can be formulated by procurement services.
- Acts as a witness when ever possible to bid openings

SECTION 8 PROCESSES OF ACQUISITION

Subject to other provisions contained in this By-law, all contracts are awarded through a public tender, regionalized public tender, invitational tender, request for quotations and proposals, or following negotiations that leads to a mutual agreement contract.

8.01 PROCUREMENT METHOD THRESHOLDS

Subjects to clauses in the present section, all contracts should follow the thresholds identified below.

- The public tender is required for any contract for which the value is evaluated as being equal or over the public tender threshold.
- The public tender is the favored method for any contract for which the value is estimated to be at or over 80% of the public tender threshold. The regionalized public tender or the invitation tender are the favored methods but not exclusive for contracts that has an estimated value between 25% and 80% of the public tender threshold.
- The invitational tender and the request for quotations/proposal are the favored methods for any contract that has an estimated value between 5% and 25% of the public tender threshold.
- The negotiated mutual agreement contract is the favored method for any contract that has an estimated value of under 5% of the public tender threshold.

For service contracts, in accordance with the LGCE, the College must demonstrate that the service contract is not used to mitigate a shortage of resources or made in order to avoid workforce controls restrictions established by the act. Authorization from the Chief Executive Officer or his delegate must be obtained prior to concluding such a contract.

8.02 EXEMPTIONS

The Act exempts some particular contracts from some of the obligations that exists for most contracts.

- The following contracts do not have an obligation to go on public tender :
 - Legal services contract
 - Financial or banking service contract
 - Contracts for the hiring of an investigator, conciliator, negotiator, mediator, arbitrator, a physician or a dentist in matters of medical assessment related to their field or a person as an expert court witness

- A purchase of sand, gravel or bituminous compound for a value under \$200,000
- A contract is awarded following a design contest
- A contract is concluded due to the participation of the College in a group purchase process
- If a contract is entered with another public institution
- The following contract may be evaluated on quality :
 - Advertising campaign contracts
 - Travel service contracts
- Some situations may allow contracts above the threshold to be awarded through mutual agreement. To be eligible, a complete and thorough justification must be provided to procurement services and accepted
 - If there is an emergency situation that threatens human safety or property
 - If there is only one possible supplier due to the existence of a guarantee, an ownership right, an exclusive right, copyright, licence or patent.
 - If it involves confidential or protected information whose disclosure would compromise its confidential nature or hinders the public interest
 - If a public call for tenders would not serve the public interest
 - If the contract is related to research, development or teaching activities if due to technical or scientific reasons, only one supplier is able to carry it out and no other alternate solutions are available.

8.03 ACQUISITION BY PETTY CASH

Acquisition by petty cash are limited to the terms set forth in the Petty Cash procedure under the authority of Financial Services.

8.04 PAYMENT BY COLLEGE CREDIT CARD

Purchases using a College credit card are accepted if the supplier requires credit card payment and that there is no alternative suppliers or an equivalent product at a similar price or better. Typically, purchases using College credit card are limited to 200\$ or require a justification note to be added to the procurement file. Procurement services may refuse a purchase by college credit card.

8.05 RECEPTION OF GOODS

All goods acquired by the college, except books ordered by the library, must be delivered to the receiving department where the items will be verified and a receiving slip will be issued.

This does not apply if the equipment must be installed by the supplier.

SECTION 9 PROCUREMENT PROCESS

9.01 NEEDS ASSESSMENT

Administrative units that require goods or services have, in collaboration with Procurement Services, the responsibility of defining their needs.

Other college services (IT, maintenance, facilities, etc.) may be involved to evaluate the needs that are related to a goods or service purchase.

Furthermore, administrative units have an obligation to plan in advance their purchase requests in order to allow procurement services to respect all the delays..

9.02 SELECTION OF SUPPLIERS

Administrative units are invited to suggest one or multiple potential suppliers that may respond to their needs. The final choice of supplier is the responsibility of Procurement Services. In case of disagreement, a request to review the decision can be made with the Director of Administrative services and Finance who will make a final decision.

Procurement Services has the responsibility to keep track of the evaluation of suppliers in an effort to ensure the best sourcing possible. The college reserves the right to not consider a supplier.

9.03 SELECTING A SOLICITATION METHOD

Procurement services has the responsibility of selecting the solicitation method that will be required to best serve the interest of the College in respect of all applicable laws. Exceptionally, procurement services may select a mode of solicitation that is different than what is specified at article 8.01 but this decision must be justified, documented and approved by the Chief Executive Officer.

9.03.01 Mutual agreement negotiation

When this method is retained, procurement services works with the requester to negotiate the conditions of the contract to ensure the best global price.

9.03.02 Request of quotation

Method in which the College requests, in writing, to one or multiple suppliers, to submit a price for a possible acquisition.

9.03.03 Tender (Public, regionalized or invitational)

Procurement services is responsible to ensure a competitive tendering process encouraging a healthy competition between suppliers, avoiding single source of supply, ensuring fair treatment of the bidders while avoiding any risk of conflict of interest. Requesters will have to collaborate with procurement to ensure compliance with applicable laws and the current By-law.

9.04 TENDER DOCUMENTS

Procurement Services has the responsibility to prepare the specifications, requirement, forms and any other documents that regulates and specifies the terms of the call for tender launched by the college. The preparation of the tender documents is made in collaboration with all departments involved in the project. In all cases, the tender documents must contain all the information required to ensure the successful completion of the procurement process.

9.05 RECEPTION AND OPENING OF BIDS

When specified, the bid must be returned to Procurement Services in an opaque and sealed envelope to ensure confidentiality.

Whenever an envelope is received, following a tender where it was requested, the time and date received must be inscribed on the envelope and signed by the person who received it. If an envelope is received late, it must remain sealed and will be sent back by mail to the bidder with a notice attached explaining that the bid was received late.

As part of the tender documents, the bidders are advised in advance of the terms related to the opening of the bids. If the bids are opened publicly, it is done by the person responsible for the tender or his delegate, with at least one witness present at the time, date and location specified. The information that is provided during the opening is

limited to the name of the bidding company and the total price submitted, except when a quality evaluation is to be completed.

9.06 ANALYSIS OF BIDS

Procurements Services ensures the analysis of all bids received by the College. The evaluation process ensures that all requirements established in the tender documents are met and that all bidders are treated fairly.

If required, the technical evaluation is made by the requester or by other specialists. Only the elements specified in the tender document are taken into considerations except if the tender document specifies otherwise.

In all cases, procurement services verifies admissibility requirements for all suppliers and the conformity of the bids in accordance with the requirements specified in the tender documents.

Any participants in the analysis of bids that have an interest in one of the bidders must inform, in writing, the Coordinator of Procurement Services or to the RORC indicating the nature of their interest as soon as it becomes apparent.

The college is not obligated to accept any of the bids submitted and reserves the right to cancel, at any time, any tendering processes. The bidders do not, for any reasons, have any right of recourse against the College following a decision to cancel a call for tenders other than what is regulated by the Act.

9.07 AWARDING OF CONTRACTS

The college favors the following methods to award contracts:

For goods contracts:

- Lowest price
- Minimal quality and lowest price
- Adjusted quality/price

For service contracts:

- Lowest price
- Minimal quality and lowest price
- Adjusted quality/price
- Quality only (Obligatory for construction professional contracts)

Construction contract:

- Lowest price

9.08 QUALITY EVALUATION

Any time a call for tenders who has a quality component to be evaluated, the College has to put in place a selection committee composed of three members and coordinated by a secretary. One of the members must be an external member to the College.

9.09 PREPARATION AND SIGNATURE OF CONTRACTS

The preparation and negotiation of procurement contracts is conducted by procurement services in collaboration with the requester and the College services involved. For contracts under 50,000\$, the purchase order will constitute the contractual agreement between the college and the supplier.

The required signature on a contract depends on the total value of the contract. The requester must take into account the delays that are generated by the signature process.

In accordance with the LGCE, all service contracts must be signed by the Chief Executive Officer or its delegate regardless of its value.

9.10 DOCUMENT MANAGEMENT

All documents related to a tender are to be considered confidential prior to their publication. Access to the documents, physical or electronic, is strictly limited to Procurement Services personnel, the requester and services that will be involved in its deployment, under the authority of the senior staff responsible for procurement.

Procurement Services personnel will sign a yearly confidential agreement. Other members involved in the process will sign a confidentiality agreement specific to the tender project they are working on.

9.11 AUTHORIZATION FROM THE CHIEF EXECUTIVE

The authorization of the Chief Executive Officer is required for any situation that is stated in the act and its regulations.

Procurement Services is responsible for preparing the authorization document and to provide the Chief Executive Officer with all required information necessary to make a decision.

SECTION 10 SUPPLIER MANAGEMENT

10.01 LIST OF SUPPLIERS AND USAGE

All information regarding suppliers is kept in a database. The information it contains can only be used for procurement related activities.

The list of suppliers is updated to ensure a fair rotation of suppliers based on their capacity to respond to the college's needs and field of expertise.

10.02 SUPPLIER RELATIONS

Procurement Services is primarily responsible for maintaining professional relationships with vendors and ensuring their integrity and that of College employees cannot be called into question. Relationships with vendors and College employees are marked by courtesy, diligence, good faith and justice and any conflict of interest or any situation which could become a conflict of interest is avoided.

10.03 CONSULTANTS

All consultants hired by the College must sign-in and sign-out at the security desk whenever they are on the premises. Consultants will be issued a Vanier College ID card that is distinctive in color to assist in their identification.

Whenever a consultant is assigned a workspace at the college, consideration must be taken to limit the access to restricted documents or areas that are not required for its work.

Consultant access, physical and electronic, should be restricted to areas that are necessary for their work. Areas of the college that contain sensitive documents should be identified and consultants should not be allowed to be present at these locations without the presence of an authorized person from Vanier College.

SECTION 11 PERFORMANCE EVALUATION

The College reserves the right to refuse any bids and to deny an invitation to place a bid to any supplier who fails to reach the minimum grade of 70% on a performance evaluation.

11.01 GENERAL GUIDELINES

Any contract that has a final value of \$100,000 or above must be evaluated by the project manager.

If the contract being evaluated is a construction project, the project manager should also evaluate the professional(s) implicated in the project.

The project manager must address issues that arise during a contract and advise the supplier, in writing, of the issue that are detected and demand that corrective actions are taken. All interaction with the supplier in relation to a contractual breach must be documented.

The project manager or procurement services may request an evaluation to be completed for any contract, regardless of its value.

The college has established an evaluation form attached in annex II of this policy and has established the passing grade for an evaluation to be 70%.

11.02 EVALUATION PROCESS

The evaluator must act with objectivity and honesty through the process of evaluation. The approved form must be used to evaluate the supplier and must apply the established criteria uniformly and fairly at all time. The evaluation must be submitted to Procurement Services within 30 days of the end of the contract.

Upon reception, Procurement Services reviews the evaluation and ensures that it is completed and that all supporting documentation is provided before taking further action. If information is missing, the evaluation is sent back to the evaluator for correction.

Once the evaluation is verified, it must be sent to the supplier within 60 days of the end of the contract. If the evaluation results are above the established threshold, a copy is sent to the supplier and the original is kept in archive in the supplier file by Procurement Services.

If the evaluation is below the established threshold, a copy of the evaluation is sent to the supplier in a manner that allows for proof of delivery (messenger or registered mail). The supplier is given 30 days to respond to the evaluation report and provide their explanation of the evaluation.

Upon the expiry of the delay given to the supplier or upon receipt of their response, the College has 30 days to analyse the response of the supplier and the evaluation and decide to uphold or refuse the unsatisfactory performance evaluation.

If the evaluation is upheld by the college, the evaluation becomes final and the supplier may see their bids rejected for a period of 2 years from that date. The supplier will also

be put on a list of suppliers with which the college no longer does business with for invitational bids or mutual agreement contracts.

The evaluation is automatically considered unsatisfactory if any two criteria receives a rating of 1.

SECTION 12 EFFECTIVE DATE AND AMENDMENTS

The present By-law comes into effect upon its adoption by the Vanier College Board of Directors

All amendments must be adopted by the Board of Directors of Vanier College in accordance with the Act and its regulations and college By-laws.

Upon adoption, this by law supersedes the by law adopted on June 26 2012 and all subsequent amendments. The adoption of this By-law also voids all previous delegations of authority of the Chief Executive Officer.

Annex I: Quick reference sheet

Type of contracts	Solicitation methods				
	Mutual agreement contract	Quotation request	Invitational tender	Regional public tender	Public tender
All contracts					
\$0 – \$4,999	✓	✓	◆	◆	◆
\$5,000 - \$24,999		✓	✓	◆	◆
\$25,000 - \$79,999	◆ ⁽¹⁾	◆ ⁽¹⁾	✓	✓	◆
\$80,000 - +	✗	✗	✗	✗	✓
Estimated delays in working days	1 – 3	3 – 5	15 – 20	20 – 30	20 – 30

(1): These options are only available for professional services contracts for which prices are fixed by governmental decree

✓ : Preferred method by Procurement services

◆ : Possible method of solicitation

✗ : Unauthorized method of solicitation

Fiche d'évaluation de rendement du fournisseur

Gestionnaire de projet :		Date de l'évaluation :	
Projet :	Titre :		Bâtiment :
Nom de l'entrepreneur :			
Adresse :		Code postal :	
Représentant :	Téléphone :		
# du contrat :	Mode de sollicitation :		<input type="checkbox"/> Gré à gré <input type="checkbox"/> Sur invitation <input type="checkbox"/> Régionalisé <input type="checkbox"/> Public
Valeur initiale du contrat :		Valeur réelle du contrat :	
Durée du chantier :	<i>Prévue</i> DU : AU :		<i>Réelle</i> DU : AU :
<u>Critères d'évaluation:</u>		<u>Pondération:</u>	
Respect des attentes du contrat		○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ N/A	
<u>Justification :</u>			
Respect des échéances et conditions de livraisons		○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ N/A	
<u>Justification :</u>			
Conformité des biens ou services		○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ N/A	
<u>Justification :</u>			
Instructions, documentations et formations adéquates		○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ N/A	
<u>Justification :</u>			
Collaboration du fournisseur ou de l'entrepreneur		○ 1 ○ 2 ○ 3 ○ 4 ○ 5 ○ N/A	
<u>Justification :</u>			

Ressources du fournisseur ou de l'entrepreneur	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> N/A
<u>Justification :</u>						
Respect des obligations financières	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> N/A
<u>Justification :</u>						
Respect des règles et normes du Collège Vanier	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> N/A
<u>Justification :</u>						
	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> N/A
<u>Justification :</u>						
Niveau de satisfaction du Collège Vanier :	/					%
Notes : Une note minimale de 70% est nécessaire pour maintenir un niveau de rendement satisfaisant Si un minimum de 2 critères reçoivent une note de 1, l'évaluation de rendement sera considérer insatisfaisante						
Échelle d'attribution des points : 1 – Très faible 2 – Faible 3 – Moyen 4 – Bien 5 – Excellent N/A – Non applicable						
L'évaluation permet d'évaluer le rendement du fournisseur ou de l'entrepreneur comme étant : <input type="checkbox"/> Satisfaisant <input type="checkbox"/> Insatisfaisant						

Signatures :	
_____	_____
Gestionnaire de projet :	Responsable approvisionnement
_____	_____
Date	Date
Date de transmission à l'entrepreneur :	
Dans le cas d'un rapport insatisfaisant :	
Décision du conseil exécutif : <input type="checkbox"/> Maintien le rapport de rendement insatisfaisant <input type="checkbox"/> Rejet le rapport de rendement insatisfaisant	

Signature	

Date	

Annex III

Conflict of interest and confidentiality agreement

Project number: _____

Project name: _____

Instruction: This declaration is to be read and signed by any participant prior to taking part in a procurement process. It will be retained in the procurement files for the length specified in the retention calendars. Procurement personnel only need to sign this document once a year.

1. I acknowledge that I will acquire certain knowledge, written or oral information, which is non-public, confidential or proprietary in relations to a request for proposal, quote or tender. I agree that I will keep all information confidential, unless required by law or in the course of the procurement process to be disclosed. I will not use the information directly or indirectly for any purpose other than to gather requirements, develop specifications content, evaluate proposals or advise Vanier College regarding the successful completion of the related tender process.
2. I will not make public or disclose any confidential information related to the bid submission document, proponent evaluations, or interviews without the prior written approval of Procurement Services
3. I will refrain from engaging in activities that may create or appear to create a conflict of interest. A conflict of Interest occurs when there is an actual, perceived or potential discrepancy between a) an individual's interest or benefit and b) his or her obligations to the College or the College's interest
4. I declare that there is no Conflict of Interest in fulfilling my role on this procurement process and that I am capable of identifying a situation that constitutes a Conflict of Interest such as, but not limited to:
 - I. Engaging in outside employment that may be perceived as being a real or apparent influence on my objectivity in carrying out my duties in the present procurement process
 - II. Not disclosing an existing relationship that may be perceived as being a real or apparent influence on my objectivity in carrying out my duties
 - III. Providing assistance or advice to a particular vendor participating in a competitive bid
 - IV. Having an ownership, investment interest, compensation arrangement or any other pecuniary interest, directly or indirectly, with any entity participating in the bid process with the organisation.
 - V. Accepting favours or gratuities from those going business with the organization. Gifts. Other than items of a very small intrinsic value should not be accepted. (e.g. calendar or pen)

VI. Excessive hospitality - Hospitality should not exceed the level that the College would reciprocate and be limited to existing business relationships.

5. In a case of a possible conflict of interest, the affected participant must inform the procurement manager in writing. The participant may choose to declare a conflict of interest and withdraw from the procurement process or submit the conflict of interest for evaluation to the procurement manager who will make the final decision on the employee's participation in the procurement process and which restrictions, if any, should be put in place.

Declaration

I have read the above and understand the restrictions related to confidential information that I will receive as a participant in this procurement process and the nature of a conflict of interest and will impartially assist in the development of the specifications and requirements. I accept to update the coordinator of procurement services to any changes in status in regards to the presence of a conflict of interest as quickly as possible

Signature

Date

Print name