

**POLICY REGARDING THE AWARD OF SUPPLY,
SERVICES AND CONSTRUCTION CONTRACTS**

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GOAL

The goal of the present policy is to provide a framework for and to determine the rules regarding the awarding of supply contracts, service contracts, and construction work contracts for the Cree School Board. It also defines the roles and responsibilities of school and department administrations in purchasing goods, services, and awarding construction work contracts.

SECTION 1. DELEGATION OF FUNCTIONS AND POWERS

- 1.1 The General By-Law (By-Law No. 1) and the Functions and Delegation of Powers By-Law (By-Law No. 7) of the Cree School Board determine the functions and powers in regards to the purchasing of goods and services and the awarding of construction work contracts.

SECTION 2. GUIDING PRINCIPLES

- 2.1 The principles that govern the interpretation and the application of the Policy are the following:
- (a) public confidence in the public procurement process by attesting to the integrity of tenderers;
 - (b) the transparency in contracting processes;
 - (c) the honest and fair treatment of bidders;
 - (d) the opportunity for qualified bidders to compete in calls for tenders made by the Cree School Board;
 - (e) the use of effective and efficient contracting procedures, including careful, thorough evaluation of procurement requirements;
 - (f) the implementation of quality assurance systems for the goods, services or construction work required by the Cree School Board; and
 - (g) accountability reporting by the Council of Commissioners of the Cree School Board to verify the proper use of public funds.
- 2.2 In order to ensure the proper use of public funds, the Cree School Board takes into account its particular context and its special status under the *James Bay and Northern Québec Agreement*, the *Education Act for Cree, Inuit and Naskapi Native Persons* and the *Funding Rules for Operations and Investments Grants*, the knowledge of this particular context by suppliers as well as their competence and experience in order to ensure appropriate value-for-money in the circumstances.

SECTION 3. SOURCES

3.1 The Policy is founded upon:

- (a) the *James Bay and Northern Québec Agreement* and related legislation;
- (b) good governance principles and precedents; and
- (c) public contracting legislation and regulation insofar as it is applicable to the Cree School Board.

SECTION 4. DEFINITIONS

4.1 **Certification of goods**

Preselection of goods by the Cree School Board before procurement, without request for quotations.

4.2 **Construction work contract**

Contract for the purpose of achieving construction work to which the *Building Act* applies, namely all foundation, erection, renovation, repair, maintenance, alteration, or demolition work on a building for which the contractor must hold a license required under the terms of Chapter IV of this law.

4.3 **Contract in the field of information technologies**

Contract that seeks preponderantly to ensure or enable functions of information processing and communication by electronic means, including the collection, transmission, display and storage of information.

4.4 **Contractor**

Natural person or corporate body providing services in the construction field.

4.5 **Delivery order contract**

Contract signed with one or several suppliers when the needs are recurring and the quantity of goods and the rate and frequency of purchase are uncertain.

4.6 **Disbursement**

Amount corresponding to the purchase of goods, services, or a construction contract, including net taxes, that is with the addition of the applicable taxes less the tax rebate.

4.7 **Expenditure**

Amount corresponding to the total disbursement required to enable the Cree School Board to purchase goods, services, or to carry out a construction contract, including renewal options.

4.8 **Goods**

Any furniture, instrumentation systems, equipment, and consumable supply, capitalizable or not.

4.9 **Management of administrative unit**

Institution or department director.

SECTION 4. DEFINITIONS (CONT'D)

4.10 Mutual agreement contract

Process by which the Cree School Board awards directly to a supplier, service provider, or contractor, a supply contract for goods, services, or construction work, after they have submitted their prices and terms to the Cree School Board.

4.11 Professional services contract

Contract for the purpose of achieving intellectual work mainly requiring design, creation, research, and analysis tasks, or that of a professional whose profession is subject to the *Professional Code*. For example, contracts with architects, engineers, surveyors, financial auditors, or lawyers.

4.12 Public call for tenders

Process by which the Cree School Board publicly invites suppliers, service providers, or contractors to submit their tenders pertaining to the acquisition of goods, services, or construction work.

4.13 Purchase order

Document duly signed by an authorized person enabling a supplier, a service provider, or a contractor to deliver goods, provide a service, or execute construction work according to pre-established conditions.

4.14 Qualification of service providers

Preselection of service providers by the Cree School Board before procurement, without request for quotations.

4.15 Region

With a view to making a regionalized call for tenders or in a larger application, the region is defined by the Cree School Board's territory or, if the number of tenders is insufficient, the appropriate territory to obtain a sufficient number of tenders.

4.16 Request for proposals

Document published on the website of the Cree School Board and/or other public platforms that outlines the Cree School Board's intent to acquire goods, services or construction work from interested suppliers, service providers or contractors.

4.17 Request for quotations

Process by which the Cree School Board asks a certain number of suppliers, service providers, or contractors to submit their prices and terms in writing, for the purpose of a project for the acquisition of goods, services, or construction work. It does not necessarily require the submission of project specifications.

4.18 Service contract

Contract for services of a technical nature or professional services.

SECTION 4. DEFINITIONS (CONT'D)

4.19 Supply contract

Contract for the purchase or rental of moveables, which could include installation, operating, or maintenance costs of said moveables.

4.20 Task order contract

Contract signed with one or several service providers or one or several contractors when the procurement requirements are recurrent and the number of requests for services or the monetary value of the construction work, the rate or the frequency are uncertain.

4.21 Technical contract

Contract for the performance of physical work requiring a large proportion of technical execution and applications. For example, janitorial and snow removal contracts and contracts for the maintenance of green spaces.

4.22 Tender documents

All the documents, terms, and conditions issued by the Cree School Board relating to a public call for tenders.

4.23 Service provider

Natural person or corporate body providing services of a technical or professional nature.

4.24 Supplier

Natural person or corporate body providing goods.

SECTION 5. IMPLEMENTATION

- 5.1 The governing bodies authorized to commit the Cree School Board's funds are those authorized under the terms of the by-laws of the Cree School Board.

SECTION 6. APPLICABILITY

- 6.1 The present policy applies to the Cree School Board's purchasing of goods, services, and construction work from a supplier, a service provider, or a contractor who is:
- (a) a legal person established for a private interest, including not-for-profits organizations;
 - (b) a general, limited or undeclared partnership; or
 - (c) a natural person who operates a sole proprietorship.
- 6.2 The present policy also applies to partnership contracts entered into by the Cree School Board with such contractors.
- 6.3 Only section 14 applies to the Cree School Board's purchasing of goods, services, and construction work from a supplier, a service provider, or a contractor who is a natural person who does not operate a sole proprietorship.
- 6.4 The present policy does not apply to the following situations:
- 6.4.1 for supply, service and construction contracts which do not involve public expenditure. Such contracts must however be awarded in respect of the principles of transparency, impartiality and ethics in order to avoid any conflict of interest;
 - 6.4.2 for supply, service and construction contracts through an agreement with public bodies subject to the *Act respecting contracting by public bodies*;
 - 6.4.3 for supply, service and construction contracts through an agreement with a legal person established for a public interest;
 - 6.4.4 for the purchasing of services to integrate the arts with the architecture and environment of government buildings and sites;
 - 6.4.5 for the purchasing of library books or school textbooks;
 - 6.4.6 for school transportation contracts, as applicable.

SECTION 7. GENERAL

- 7.1 All of the Cree School Board's acquisitions must be made according to the present policy and the documents on which it is based with due regard for the funds available to it.
- 7.2 All of the Cree School Board's acquisitions must be made according to the purchasing process set out in the present policy with the objective of generating the best quality/price ratio.
- 7.3 The Cree School Board favours grouped purchases of goods and services when this is possible and when it is beneficial on an economic level.
- 7.4 The Cree School Board favours using suppliers, service providers, and contractors from its region whenever possible, as long as there is a sufficient number of tenders in the region for the sector of activity targeted by the call for tenders.
- 7.5 The Cree School Board will, insofar as possible, favour a rotation between the suppliers, service providers, and contractors that it calls on in its purchasing processes.
- 7.6 The Cree School Board will also favour the use of new suppliers, service providers, and contractors, whenever possible, in the activity sector targeted by the purchasing process.
- 7.7 The Cree School Board must request a bid security, a performance bond, and a guarantee for wages, material, and services where required. The Cree School Board may request such guarantees for any other purchasing process.
- 7.8 The Cree School Board remains the owner of all the goods acquired irrespective of their location in the various departments, schools, and centres and is the only one to benefit from the services or construction work it acquires.
- 7.9 The Cree School Board maintains a centralized invoice payment system.
- 7.10 The Cree School Board forbids any kind of kickback from suppliers, service providers, and contractors to its employees. Thus, any kind of incentive bonus or other bonus or gift becomes the Cree School Board's property and the Cree School Board can assign it to the administrative unit involved in the acquisition.
- 7.11 The Cree School Board requires that any staff member directly or indirectly involved in the supply of goods or services, comply with the same obligations as an external supplier of the Cree School Board and that the staff member complies with the policy on conflicts of interest.
- 7.12 The Cree School Board will design its tender documents for both public and invitational calls for tenders so as to provide the Creees with a reasonable opportunity to submit competitive tenders, will take measures to ensure that the Creees are informed of such calls for tenders, including through local postings in Cree communities, and that the Creees can submit bids with reasonable ease.

SECTION 7. GENERAL (CONT'D)

- 7.13 The Cree School Board favours suppliers, service providers, and contractors who promote sustainable development.
- 7.14 All the amounts set out in the policy's various acquisition methods are amounts without taxes, that is amounts corresponding to the Cree School Board's net expenditures.
- 7.15 Splitting requirements to circumvent any application of this policy or this law is forbidden. Notwithstanding the preceding, awarding contracts by administrative unit to correspond to the budget distribution is not splitting requirements.

SECTION 8. PRE-SELECTION PROCESS

- 8.1 The Cree School Board must resort to a certification process if it is expedient to ascertain that goods conform to a recognized standard or established technical specification.
- 8.2 The Cree School Board may also resort to a qualification process for service providers, when the Cree School Board deems it appropriate for a category of services of a technical or professional nature.
- 8.3 These processes are carried out in compliance with the following provisions:
- 8.3.1 For the certification of goods: the *Regulation respecting certain supply contracts of public bodies*;
 - 8.3.2 For the qualification of service providers (technical or professional): the *Regulation respecting certain service contracts of public bodies*;
 - 8.3.3 For the certification of goods or the qualification of service providers for contracts in the field of information technologies: the *Regulation respecting contracting by public bodies in the field of information technologies*.
- 8.4 Except in cases set out in section 9 of the present policy, any subsequent contract dealing with certified goods or with services from qualified providers is limited to the list of certified goods or, as the case may be, the list of qualified service providers. If such a contract involves an expenditure equal to or greater than the public tender threshold, it must be the object of a public call for tenders open only to the suppliers of certified goods or to qualified service providers.

SECTION 9. MUTUAL AGREEMENT CONTRACT

- 9.1 The Cree School Board may use the mutual agreement contract when required to implement the provision related to Cree participation employments and contracts for projects initiated or conducted by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Cree communities, as set out in Section 28 of the *James Bay and Northern Québec Agreement*.
- 9.2 The Cree School Board may also, regardless of the amount of the expenditure, use the mutual agreement contract in the following situations:
- 9.2.1 if there is an emergency that threatens human safety or property;
 - 9.2.2 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 licence or patent, or because of the artistic, heritage or musicological value of the required property or service;
 - 9.2.3 if the contract involves confidential or protected information whose disclosure could compromise its confidential nature or otherwise hinder the public interest;
 - 9.2.4 if the Cree School Board considers that it will be able to prove that proceeding by request for quotations or by a public call for tenders would not serve the public interest given the object of the contract concerned. Such proof shall be made in accordance with the principles set out section 2 of the present policy entitled "Guiding Principles";
 - 9.2.5 for a legal, financial or banking service contract;
 - 9.2.6 for a service contract 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;
 - 9.2.7 for a supply contract to acquire sand, stone, gravel or bituminous compounds involving an expenditure below \$200,000;
 - 9.2.8 for a supply contract relating to research and development or teaching activities where, due to technical or scientific reasons, only one supplier is able to carry it out and there is no other alternate solution or substitute goods;
 - 9.2.9 in any other case determined by government regulation.

In all cases described in paragraphs 9.1 and 9.2, the exception must be authorized by the Council of Commissioners, the Executive Committee or the Director General, as determined in the General By-Law (By-Law No. 1) and in the Functions and Delegation of Powers By-Law (By-Law No. 7).

SECTION 9. MUTUAL AGREEMENT CONTRACT (CONT'D)

9.3 The Cree School Board may also use the mutual agreement contract for situations set out in the present policy as well as in the following situations:

- (a) when purchasing a used good (material or equipment) if such contract involves an expenditure of less than \$133,800, as indexed from time to time; or
- (b) when concluding a contract with a not-for-profit organization if such contract involves an expenditure of less than \$133,800, as indexed from time to time.

9.4 Before awarding a mutual agreement contract, the Cree School Board will ensure the best price and the best terms from the supplier, service provider, or contractor in question.

SECTION 10. SUPPLY CONTRACT

10.1 Public call for tenders (\geq \$133,800, as indexed from time to time)

- 10.1.1 The Cree School Board must use the public call for tenders for all supply contracts when the amount of the expenditure is equal to or greater than \$133,800, as indexed from time to time.
- 10.1.2 The public call for tenders is the process prescribed by the *Regulation respecting certain supply contracts of public bodies*, except for supply contracts in the field of information technologies, in which case the public call for tenders process is the process prescribed by the *Regulation respecting contracting by public bodies in the field of information technologies*.
- 10.1.3 The Cree School Board may publish a public call for tenders for contracts where the amount of the expenditure is less than \$133,800, as indexed from time to time. In this case, the public call for tenders process applicable is that prescribed by the *Regulation respecting certain supply contracts of public bodies* subject to the adjustments therein allowed. In the case of supply contracts in the field of information technologies, the public call for tenders is the process prescribed by the *Regulation respecting contracting by public bodies in the field of information technologies*, subject to the adjustments therein allowed.
- 10.1.4 If the goods targeted by the public call for tenders process are the subject of a certification by the Cree School Board, the public call for tenders process must take this into account.

10.2 Request for proposals or Request for quotations ($>$ \$10,000 and $<$ \$133,800, as indexed from time to time)

- 10.2.1 The Cree School Board must use a request for proposals or a request for quotations for all purchasing contracts where the amount of the expenditure is greater than \$10,000 but less than \$133,800, as indexed from time to time.
- 10.2.2 In the case of a request for quotations, the Cree School Board must request a quotation from at least three (3) suppliers.
- 10.2.3 The Cree School Board may use a request for proposals or a request for quotations process for supply contracts where the amount of the expenditure is equal to or less than \$10,000. In this case, the procedure set out in the present policy will apply.
- 10.2.4 The Cree School Board must indicate the good(s) or supply(ies) required by the Cree School Board, the contract awarding procedure, and any other relevant information.
- 10.2.5 Before awarding the contract, the Cree School Board will receive written confirmation of prices and conditions by the suppliers who are interested.

SECTION 10: SUPPLY CONTRACT (CONT'D)

10.2.6 If the goods targeted are the subject of a certification by the Cree School Board, the process must take this into account.

10.3 Mutual agreement contract (≤ \$10,000)

10.3.1 The Cree School Board may use the mutual agreement contract for all its supply contracts where the amount of the expenditure is equal to or greater than \$0.01 but equal to or less than \$10,000.

10.3.2 The Cree School Board communicates directly with a supplier, indicating the goods required by the Cree School Board and any other relevant information.

10.3.3 Before awarding the contract, the Cree School Board will ensure the best price and terms possible from this supplier.

10.3.4 If the goods targeted by the mutual agreement contract are the subject of a certification by the Cree School Board, the mutual agreement contract must take this into account.

10.4 Possibility of delivery order contracts

10.4.1 Regardless of the purchasing procedure selected, the Cree School Board may sign a delivery order contract with the supplier. Such a contract is entered into for a term not exceeding 5 years, including any renewal.

10.4.2 The Cree School Board's call for tenders documents, or the information given to the suppliers when using the request for proposals, the request for quotations or the mutual agreement contract, must indicate that the Cree School Board intends to commit, at the end of the process, to such a delivery order contract.

10.5 Required authorizations

10.5.1 The authorization of the Council of Commissioners, the Executive Committee or the Director General, as determined in the General By-Law (By-Law No. 1) and in the Functions and Delegation of Powers By-Law (By-Law No. 7), is required:

- (a) for every supply contract whose expected term, including any renewal, is greater than 3 years;
- (b) before entering into a supply contract involving an expenditure equal to or above the public tender threshold if only one supplier submitted a compliant tender or if only one supplier submitted an acceptable tender following a quality evaluation; and
- (c) to reject a tender with an unusually low price.

SECTION 11. SERVICE CONTRACT

11.1 Public call for tenders (\geq \$133,800, as indexed from time to time)

- 11.1.1 The Cree School Board must use the public call for tender process for all its service contracts when the amount of the expenditure is equal to or greater than \$133,800, as indexed from time to time.
- 11.1.2 The public call for tenders process is that prescribed by the *Regulation respecting certain service contracts of public bodies*, except for service contracts in the field of information technologies, in which case the public call for tenders process is the process prescribed by the *Regulation respecting contracting by public bodies in the field of information technologies*.
- 11.1.3 The Cree School Board may publish a public call for tenders for contracts where the amount of the expenditure is less than \$133,800, as indexed from time to time. In this case, the public call for tenders process applicable is that prescribed by the *Regulation respecting certain service contracts of public bodies*, subject to authorized adjustments. In the case of service contracts in the field of information technologies, the public call for tenders is the process prescribed by the *Regulation respecting contracting by public bodies in the field of information technologies*, subject to authorized adjustments.
- 11.1.4 If one or more of the service providers must be qualified for the technical or professional service targeted by the call for tenders, the public call for tenders process must take this into account.

11.2 Request for proposals or Request for quotations ($>$ \$10,000 and $<$ \$133,800, as indexed from time to time)

- 11.2.1 The Cree School Board must use a request for proposals or a request for quotations for all service contracts where the amount of the expenditure is greater than \$10,000 but less than \$133,800, as indexed from time to time.
- 11.2.2 In the case of a request for quotations, the Cree School Board must request a quotation from at least three (3) service providers.
- 11.2.3 The Cree School Board may use a request for proposals or a request for quotations process for contracts where the amount of the expenditure is equal to or less than \$10,000. In this case, the process set out in the present policy will apply.
- 11.2.4 The Cree School Board must indicate the service(s) required by the Cree School Board, the contract awarding procedure, and any other relevant information.
- 11.2.5 Before awarding the contract, the Cree School Board will receive written confirmation of prices and conditions offered by the service providers who are interested.

SECTION 11. SERVICE CONTRACT (CONT'D)

11.2.6 If one or more of the service providers must be qualified for the technical or professional service targeted, the process must take this into account.

11.3 Mutual agreement contract (≤ \$10,000)

11.3.1 The Cree School Board may use the mutual agreement contract for all its service contracts where the amount of the expenditure is equal to or greater than \$0.01 but equal to or less than \$10,000.

11.3.2 The Cree School Board communicates directly with a service provider, indicating the service(s) required by the Cree School Board and any other relevant information.

11.3.3 Before awarding the contract, the Cree School Board will ensure the best price and terms possible from this service provider.

11.3.4 If one or more of the service providers must be qualified for the technical or professional service targeted by the mutual agreement contract, the mutual agreement contract process must take this into account.

11.4 Possibility of task order contracts

11.4.1 Regardless of the purchasing procedure selected, the Cree School Board may sign a task order contract with the service provider. Such a contract is entered into for a term not exceeding 5 years, including any renewal.

11.4.2 The Cree School Board's call for tenders documents, or the information given to the service providers when using the request for proposals, the request for quotations or when awarding a mutual agreement contract, must indicate that the Cree School Board intends to commit, at the end of the process, to such a task order contract.

11.5 Quality assurance system for professional services contracts in the field of information technologies

11.5.1 Any professional service contract in the field of information technologies involving an expenditure equal to or greater than \$2,000,000 must be concluded with a service provider holding a registration certificate ISO 9001:2015.

11.6 Required authorizations

11.6.1 The authorization of the Council of Commissioners, the Executive Committee or the Director General, as determined in the General By-Law (By-Law No. 1) and in the Functions and Delegation of Powers By-Law (By-Law No. 7), is required:

- (a) for every service contract of a repetitive nature whose expected term, including any renewal, is greater than 3 years;

SECTION 11. SERVICE CONTRACT (CONT'D)

- (b) before entering into a service contract involving an expenditure equal to or above the public tender threshold if only one service provider submitted a compliant tender or if only one service provider submitted an acceptable tender following a quality evaluation; and
- (c) to reject a tender with a unusually low price.

SECTION 12. CONSTRUCTION WORK CONTRACT

12.1 Public call for tenders (\geq \$133,800, as indexed from time to time)

- 12.1.1 The Cree School Board must use the public call for tenders process for all its construction work contracts when the amount of the expenditure is equal to or greater than \$133,800, as indexed from time to time.
- 12.1.2 The public call for tenders process is that prescribed by the *Regulation respecting construction contracts of public bodies*.
- 12.1.3 The Cree School Board may publish a public call for tenders for contracts where the amount of the expenditure is less than \$133,800, as indexed from time to time. In this case, the public call for tenders process applicable is that prescribed by the *Regulation respecting construction contracts of public bodies*, subject to the adjustments allowed therein.

12.2 Request for proposals or Request for quotations ($>$ \$10,000 and $<$ \$133,800, as indexed from time to time)

- 12.2.1 The Cree School Board must use a request for proposals or a request for quotations for all construction work contracts where the amount of the expenditure is greater than \$10,000 but less than \$133,800, as indexed from time to time.
- 12.2.2 In the case of a request for quotations, the Cree School Board must request a quotation from at least three (3) contractors.
- 12.2.3 The Cree School Board may use a request for proposals or a request for quotations process for contracts where the amount of the expenditure is equal to or less than \$10,000. In this case, the process set out in the present policy will apply.
- 12.2.4 The Cree School Board must indicate the construction work(s) required by the School Board, the contract awarding procedure, and any other relevant information.
- 12.2.5 Before awarding the contract, the Cree School Board will receive written confirmation of prices and conditions offered by the contractors who are interested.

12.3 Mutual agreement contract (\leq \$10,000)

- 12.3.1 The Cree School Board may use the mutual agreement contract for all its construction work contracts where the amount of the expenditure is equal to or greater than \$0.01 but equal to or less than \$10,000.
- 12.3.2 The Cree School Board communicates directly with at least one contractor, indicating the construction work(s) required by the School Board and any other relevant information.

SECTION 12. CONSTRUCTION WORK CONTRACT (CONT'D)

12.3.3 Before awarding the contract, the School Board will ensure the best price and terms possible from this contractor.

12.4 Possibility of task order contracts

12.4.1 Regardless of the purchasing procedure selected, the Cree School Board may sign a task order contract with the contractor. Such contract is entered into for a term not exceeding 3 years, including any renewal.

12.4.2 The Cree School Board's call for tender documents, or the information given to the contractor when using the request for proposals or the request for quotations or when awarding a mutual agreement contract, must indicate that the Cree School Board intends to commit, at the end of the process, to such a task order contract.

12.5 Required authorizations

12.5.1 Authorization from the Council of Commissioners, the Executive Committee or the Director General, as determined in the General By-Law (By-Law No. 1) and in the Functions and Delegation of Powers By-Law (By-Law No. 7), is required:

- (a) before a notice of the call for tenders is published if the tender validity period is greater than 45 days;
- (b) before entering into a contract involving an expenditure equal to or above the public tender threshold if only one contractor submitted a compliant tender or if only one contractor submitted an acceptable tender following a quality evaluation; and
- (c) to reject a tender with an unusually low price.

SECTION 13. PREPARATION OF CONTRACT

13.1 Preparation of all Contracts

- 13.1.1 The responsible managers shall ensure that contracts are awarded and prepared in conformity with the present Policy and the applicable *Contracting Procedures*.
- 13.1.2 In order to adequately protect the rights and interests of the Cree School Board, the responsible managers shall, during the preparation of all contracts, including service agreements, ensure that:
- a) the Compliance Monitor and the Contracting Manager are consulted with respect to the content of the proposed agreement before the proposed contract is presented to the other party;
 - b) when required, the appropriate professionals, such as legal advisors, financial advisors, architects or engineers, are consulted; and
 - c) the *Contracting Procedures* are implemented.

13.2 Preparation of Service Agreements

- 13.2.1 The Compliance Monitor, in collaboration with the Contracting Manager, shall prepare and keep up to date appropriate model service agreements which contain provisions which adequately protect the rights and interests of the Cree School Board in various situations.
- 13.2.2 The responsible managers shall adapt the model service agreement, in consultation with the Compliance Monitor and the Contracting Manager, in accordance with the situation at hand. When required by the factual situation, such adaptation may entail the deletion of certain provisions.
- 13.2.3 Only in case of absolute necessity, the responsible managers may decide not to use the model service agreement, in which case:
- a) they must ensure that the proposed service agreement adequately protects the rights and interests of the Cree School Board; and
 - b) they must inform in writing the Compliance Monitor and the Contracting Manager of the reasons why the model service agreement could not be used.
- 13.2.4 The responsible managers must ensure that the service provider cannot be considered an employee of the Cree School Board for the said contract but rather a self-employed individual.
- 13.2.5 The Compliance Monitor, in collaboration with the Contracting Manager, shall keep up to date the *Guide on the status of employee or self-employed* and make it available to the responsible managers.

SECTION 14. CONTRACT WITH A NATURAL PERSON WHO DOES NOT OPERATE A SOLE PROPRIETORSHIP

- 14.1 The Cree School Board may enter into a contract with a natural person who does not operate a sole proprietorship by mutual agreement whatever the amount of the expenditure.
- 14.2 The Cree School Board must obtain the authorization of the Council of Commissioners, the Executive Committee or the Director General, as determined in the General By-Law (By-Law No. 1) and in the Functions and Delegation of Powers By-Law (By-Law No. 7), before concluding a contract with a natural person who does not operate a sole proprietorship involving an expenditure equal to or greater than \$50,000.

When contracts are successively concluded with such person, the Cree School Board must also obtain the authorization of the Council of Commissioners, the Executive Committee or the Director General, as determined in the General By-Law (By-Law No. 1) and in the Functions and Delegation of Powers By-Law (By-Law No. 7), before concluding a new contract if the sum of the expenditure of this new contract with the expenditures of the previous contracts is equal to or greater than \$50,000.

- 14.3 The Cree School Board must not, given the particular status of the natural person who does not operate a sole proprietorship, subjugate this person to contractual provisions normally applicable to persons who operate a sole proprietorship, including provisions with respect to professional liability or to liability or professional insurance.
- 14.4 The Cree School Board may modify a contract concluded with a natural person who does not operate a sole proprietorship when the modification constitutes an accessory and does not change the nature thereof.

However, in the case of a contract involving an expenditure equal to or greater than \$50,000, a modification that causes an additional expenditure must be authorized by the Council of Commissioners, the Executive Committee, the Director General, or a Deputy Director General, as determined in the General By-Law (By-Law No. 1) and in the Functions and Delegation of Powers By-Law (By-Law No. 7).

- 14.5 The Cree School Board may not enter into a contract with a natural person who does not operate a sole proprietorship if this person has been convicted by a final judgment, of any offence to the *Act respecting elections and referendums in municipalities* (chapter E-2.2), the *Act respecting school elections* (chapter E-2.3), or the *Election Act* (chapter E-3.3) referred to in Schedule I of the *Act respecting contracting by public bodies*. This restriction is for a period of three years from date of the final judgment or, in the event of a repeat offence within ten years, of five from the last final judgment.

SECTION 15. AWARD OF CONTRACT

- 15.1 The method for awarding contracts by the Cree School Board for one or the other of the purchasing processes targeted by the present policy must be clearly indicated in the tender documents, when making a request for proposals or request for quotations or when holding discussions with suppliers, service providers, and contractors, if such is the case.
- 15.2 Any Cree School Board commitment towards a supplier, service provider, or contractor must be confirmed by a contract signature or the issuance of a purchase order.
- 15.3 Any contract or purchase requisition must be signed by a person authorized to do so by the Cree School Board.

SECTION 16. GENERAL PROVISIONS

- 16.1 The Cree School Board may refuse any supplier, service provider or contractor who, in the two (2) years preceding the opening date of a public call for tenders, has been given an unsatisfactory performance report by the Cree School Board, failed to follow up on a tender or contract or had a contract cancelled because of failure to comply with the contract conditions.

SECTION 17. EFFECTIVE DATE

- 17.1 The present policy was adopted by resolution of the Council of Commissioners of the Cree School Board.

SCHEDULE I – TABLE OF SOLICITATION PROCEDURE

Type of contract	Public call for tenders	Request for quotations	Request for proposals	Mutual agreement contract
Supply contract	≥ \$133,800 (as indexed from time to time)	> \$10,000 and < \$133,800 (as indexed from time to time) quotes from 3 suppliers	> \$10,000 and < \$133,800 (as indexed from time to time)	≤ \$10,000
Services contract	≥ \$133,800 (as indexed from time to time)	> \$10,000 and < \$133,800 (as indexed from time to time) quotes from 3 service providers	> \$10,000 and < \$133,800 (as indexed from time to time)	≤ \$10,000
Construction contract	≥ \$133,800 (as indexed from time to time)	> \$10,000 and < \$133,800 (as indexed from time to time) quotes from 3 contractors	> \$10,000 and < \$133,800 (as indexed from time to time)	≤ \$10,000

