

Decisions

Decision 1553-2, 24 February 2011

Election Act
(R.S.Q., c. E-3.3)

CONCERNING the Regulation respecting contracts of the Chief Electoral Officer and the Regulation respecting contracts of the Commission de la représentation enacted pursuant to the Election Act

WHEREAS the Office of the National Assembly, in decision number 1155-2 of July 15 2003, approved the Regulation respecting contracts of the Chief Electoral Officer and the Regulation respecting contracts of the Commission de la représentation;

WHEREAS, on 1 October 2008, the Act respecting contracts by public bodies (R.S.Q., c. C-65.1) came into force and the Gouvernement du Québec adopted three regulations pursuant to that Act;

WHEREAS the said Act and the said three regulations do not apply to the Chief Electoral Officer or to the Commission de la représentation, but these two bodies have decided to adhere voluntarily to the principles and rules set out therein;

WHEREAS, pursuant to sections 488.1 and 540.1 of the Election Act (R.S.Q., c. E-3.3), the Chief Electoral Officer and the Commission de la représentation may, by regulation, determine the conditions of the contracts into which they may enter;

WHEREAS, in accordance with these sections, the said regulations shall come into force on the date on which they are approved by the Office of the National Assembly, and shall be published in the *Gazette officielle du Québec*;

WHEREAS the Chief Electoral Officer, on 11 November 2010, adopted the Regulation respecting contracts of the Chief Electoral Officer;

WHEREAS the Commission de la représentation, on 19 November 2010, adopted the Regulation respecting contracts of the Commission de la représentation;

WHEREAS it is appropriate for the Office of the National Assembly to approve the said regulations;

THE OFFICE HAS DECIDED:

THAT the Regulation respecting contracts of the Chief Electoral Officer and the Regulation respecting contracts of the Commission de la représentation, attached hereto, are approved;

THAT this decision replaces decision 1155-2 of 15 July 2003;

WHEREAS this decision and the Regulation respecting contracts of the Chief Electoral Officer and the Regulation respecting contracts of the Commission de la représentation, which are attached hereto, shall be published in the *Gazette officielle du Québec*.

YVON VALLIÈRES,
President of the National Assembly

Regulation respecting contracts of the Chief Electoral Officer

Election Act
(R.S.Q., c. E-3.3, s. 488.1)

CHAPTER I PURPOSE, SCOPE AND GENERAL PROVISIONS

1. The purpose of this Regulation is to determine the conditions that are to govern the contracts that the Chief Electoral Officer may enter into with any for-profit legal person established for a private interest, a general partnership, a limited partnership, an undeclared partnership, an individual undertaking or an undertaking the majority of whose employees are handicapped persons.

2. The conditions determined by this Regulation aim to promote:

(1) transparency in contracting processes;

(2) the honest and fair treatment of tenderers;

(3) the opportunity for qualified tenderers to compete in calls for tenders made by the Chief Electoral Officer;

(4) the use of effective and efficient contracting procedures, including careful, thorough evaluation of procurement requirements that reflects the Government's sustainable development and environmental policies;

(5) the implementation of quality assurance systems for the goods, services or construction work required by the Chief Electoral Officer; and

(6) accountability reporting by the Chief Electoral Officer to verify the proper use of public funds.

3. This Regulation applies to the following contracts entered into by the Chief Electoral Officer:

(1) service contracts including damage insurance contracts, affreightment contracts, contracts of carriage other than those subject to the Education Act (R.S.Q., c. I-13.3) and contracts of enterprise other than construction contracts;

(2) supply contracts, including contracts for the purchase, lease or rental of movable property, which may include the cost of installing, operating and maintaining the property;

(3) construction contracts to which the Building Act (R.S.Q., c. B-1.1) applies and for which the contractor must hold the licence required under Chapter IV of that Act;

(4) mixed contracts for construction work and professional services; and

(5) contracts to lease immovables, other than occupation agreements between the Chief Electoral Officer and the Société immobilière du Québec, by which the right to occupy an immovable is acquired for a certain time in return for rent.

4. This regulation does not apply to contracts under a cooperation agreement financed in whole or in part by an international cooperation organization if the agreement contains contract rules.

5. Every contract referred to in this Regulation must be signed by the Chief Electoral Officer in person or by a person authorized to sign on behalf of the Chief Electoral Officer, unless expressly stated otherwise.

6. For the purposes of this Regulation, the electronic tendering system is the system approved by the Government under sections 11 and 56 of the Act respecting contracting by public bodies (R.S.Q., c. C-65.1).

CHAPTER II AWARDING OF CONTRACTS

DIVISION I CONTRACTS SUBJECT TO PUBLIC CALLS FOR TENDERS

§1. *General provisions*

7. The Chief Electoral Officer must use the public call for tender process described in this division for all contracts involving an expenditure equal to or greater than:

- (1) \$100,000 for service or construction contracts;
- (2) \$25,000 for supply contracts.

8. The Chief Electoral Officer may not split or segment its procurement requirements or amend a contract for the purpose of avoiding the obligation to make a public call for tenders or any other obligation under this Regulation.

§2. *Tender documents*

9. Every public call for tenders is made by publishing a notice on the electronic tendering system identified in section 6.

The notice forms part of the tender documents and must specify:

- (1) the identification of the "Chief Electoral Officer";
- (2) a brief description of the services, needs or work required, as well as, where applicable, the date of delivery or execution;
- (3) the nature and amount of any required tender security;
- (4) the place where the tender documents or information may be obtained;
- (5) the place as well as the closing and opening dates and times, the closing date being not less than 10 days after the date on which the notice is published; and
- (6) the fact that the Chief Electoral Officer is not bound to accept any tender.

10. In its tender documents, the Chief Electoral Officer must provide:

(1) a description of the services, needs or construction work and the conditions governing execution or delivery;

(2) the eligibility requirements for service providers, suppliers or construction contractors and the compliance requirements for tenders;

(3) a list of the documents or other items required from the service providers, suppliers or construction contractors;

(4) the tender opening procedure;

(5) where a quality evaluation of tenders is to be made, the evaluation rules, including the criteria selected and, for the purpose of Schedule 2, their respective weighting;

(6) the contract awarding rule, including any calculation to be applied before awarding the contract;

(7) the contract to be signed; and

(8) any other particulars required under this Regulation or under a policy of the Chief Electoral Officer pursuant to section 87.

11. In order to submit a tender, a service provider, supplier or contractor must meet the following eligibility requirements:

(1) have all the necessary qualifications, authorizations, permits, licences, registrations, certificates, accreditations and attestations;

(2) have, in Québec or in a territory covered by an applicable intergovernmental agreement, an establishment where activities are carried out on a permanent basis, clearly identified under the service provider's name and accessible during regular business hours; and

(3) meet any other eligibility requirement specified in the tender documents.

Notwithstanding subparagraph 2 of the first paragraph, if competition is insufficient, the Chief Electoral Officer may make eligible any service provider, supplier or contractor that has an establishment in a territory not covered by an applicable intergovernmental agreement, provided that the Chief Electoral Officer so specifies in the tender documents.

A service provider, supplier or contractor who fails to comply with any of these requirements is ineligible.

12. Compliance requirements must specify the cases that will entail automatic rejection of a tender, namely:

(1) the place or closing date for reception of bids has not been complied with;

(2) a required document is missing;

(3) the required signature of an authorized person is missing;

(4) an erasure of or correction to the tendered price is not initialled;

(5) the tender is conditional or restrictive;

(6) the price tendered and the quality demonstration are not presented separately as required by section 19, where applicable; and

(7) any other compliance requirement stipulated in the tender documents as entailing automatic rejection of a tender has not been complied with.

13. Provided that it is specified in the tender documents, the Chief Electoral Officer may refuse to consider any service provider, supplier or construction contractor who, in the four years preceding the tender opening date, has been given an unsatisfactory performance report by the Chief Electoral Officer, has failed to follow up on a tender or contract, or has had a contract cancelled because of failure to comply with the contract conditions.

14. The Chief Electoral Officer may amend the tender documents by sending an addendum to the service providers, suppliers or construction contractors concerned.

If the amendment is likely to affect the prices, the addendum must be sent at least seven days before the deadline for receipt of tenders; if the seven-day period cannot be complied with, the deadline for receipt of tenders must be extended by the number of days needed to ensure compliance with that period.

15. For construction contracts, the Chief Electoral Officer must also specify, in the tender documents, what securities are required and the form and conditions to be complied with.

Tender security is required by the Chief Electoral Officer if the estimated amount of the contract is equal to or greater than \$500,000, and may be required in all other cases.

Where tender security is required, the contractor must also, prior to the signing of the contract, provide performance security and security for the contractor's obligations with respect to wages, materials and services.

16. For construction contracts, tender security in the form of a bond must be submitted in accordance with the requirements of Schedule 3.

The performance guarantee or security for the contractor's obligations with respect to wages, materials and services in the form of a bond must be submitted in accordance with the requirements of Schedule 4 or Schedule 5, as the case may be.

The bond referred to in the first or second paragraph must be issued by a financial institution that is an insurer holding a licence issued under the Act respecting insurance (R.S.Q., c. A-32) authorizing the financial institution to transact guarantee insurance, or by a trust company having a licence issued under the Act respecting trust companies and savings companies (R.S.Q., c. S-29.01), or by financial services cooperative to which the Act respecting financial services cooperatives (R.S.Q., c. C-67.3) applies, or by a bank within the meaning of the Banks Act (S.C. 1991, c. 46).

§3. Calling for and opening of tenders

17. The Chief Electoral Officer solicits only a price to award a service contract of a technical nature, a supply contract or a contract for construction work.

18. The Chief Electoral Officer must evaluate the quality of a tender to award a professional service contract; it must request a price, if required, and a quality demonstration based on predetermined evaluation criteria.

The price and the quality demonstration must be presented separately so that the first paragraph of section 28 may apply.

19. Tenders are opened by the Chief Electoral Officer at a public opening, in the presence of a witness, at the designated place and on the date and time fixed in the tender documents, unless the tenders are in the form of a price list whose scope or layout does not make it possible to specify a total price.

At the public opening, the names of the service providers, suppliers or construction contractors and their respective total prices are disclosed, subject to subsequent verification.

Notwithstanding the second paragraph, for a professional service contract, only the names of the service providers are disclosed.

The Chief Electoral Officer shall, within four business days, make the results of the public opening of tenders available on the electronic tendering system.

§4. Evaluation of tenders and awarding of contract

20. The Chief Electoral Officer evaluates the tenders received, ensuring that the service providers, suppliers or contractors are eligible and that their tenders are compliant.

If the Chief Electoral Officer rejects a tender because the tenderer is ineligible or because the tender is non-compliant, it must so inform the service provider, supplier or contractor concerned, and give the reason for the rejection, no later than 15 days after awarding the contract.

21. In the case of a contract for professional services, the Chief Electoral Officer must evaluate the quality of the tenders as provided in Schedule 1 or Schedule 2, as the case may be.

22. In the case of a contract for professional services, where the evaluation is based on a minimum level of quality, the Chief Electoral Officer must apply the evaluation terms and conditions set out in Schedule 1, and award the contract to the service provider who submitted the lowest price.

23. In the case of a contract for professional services, where the evaluation is based on a measurement of the level of quality followed by a calculation of the price-quality ratio, the Chief Electoral Officer must apply the evaluation terms and conditions set out in Schedule 2, and award the contract to the service provider who submitted the lowest adjusted price.

24. In the case of a contract for professional services, where the evaluation is based solely on a measurement of the level of quality, the Chief Electoral Officer must apply the evaluation terms and conditions set out in sections 1 to 7 of Schedule 2, and award the contract to the service provider whose acceptable tender obtained the highest final score.

25. In the case of a contract for professional services, the Chief Electoral Officer may solicit only a quality demonstration if a tariff applicable to the contract concerned exists and has been established under an Act or approved by the Government or the Conseil du trésor.

26. Notwithstanding section 25, the Chief Electoral Officer must solicit only a quality demonstration to award an architectural or engineering contract.

27. In the case of a contract for professional services, the Chief Electoral Officer may make a public call for tenders in two stages in order to award the contract.

In the first stage, the Chief Electoral Officer selects service providers by soliciting only a quality demonstration. The tender documents must indicate whether every selected service provider or only a limited number of them will be invited to take part in the second stage.

The selection committee evaluates the quality of a tender according to the following conditions and procedure:

(1) if all the selected service providers are invited to take part in the second stage, the quality of a tender is evaluated in accordance with the evaluation conditions set out in Schedule 1, and all the providers who meet at least the minimum quality level are retained;

(2) if only a limited number of service providers are invited to take part in the second stage, the quality of a tender is evaluated in accordance with the evaluation conditions set out in sections 1 to 7 of Schedule 2, and only those who obtain the highest final scores are retained.

In the second stage, the Chief Electoral Officer invites the selected service providers to submit a tender that includes only a price, or a quality demonstration with or without a price.

If only a price is required, sections 17, 19, 20 and 32 to 34 apply, and where the quality level of a tender is evaluated, sections 18 to 26 and 28 to 30 apply.

28. In the case of a contract for professional services, tenders must be evaluated by a selection committee set up for that purpose by the Chief Electoral Officer. If a price is submitted, the committee must evaluate quality without knowing the price.

The selection committee must be composed of a secretary in charge of coordinating activities, and of at least three members.

29. The provisions of sections 33 and 34 apply to every contract for professional services, subject to the condition stipulated in subparagraph 1 of the second paragraph of section 36, that only one service provider has submitted an acceptable tender.

30. In the case of a contract for professional services, The Chief Electoral Officer must inform each tenderer of the results of the tender quality evaluation within 15 days after awarding the contract.

If Schedule 1 applies, the particulars sent to tenderers are:

(1) confirmation that their tender was accepted or not; and

(2) the name of and price submitted by the successful tenderer.

If Schedule 2 applies, the particulars sent to tenderers are:

(1) confirmation that their tender was accepted or not;

(2) their quality score, their adjusted price and their rank according to the adjusted prices, where applicable; and

(3) the name, quality score and, where applicable, price of the successful tenderer, and the resulting adjusted price.

31. Except in the case of a contract for financial or banking services, section 18 and sections 20 to 30 apply where the Chief Electoral Officer evaluates the quality of a tender following an invitation to tender. However, the composition of the selection committee provided for in the second paragraph of section 28 may differ.

32. Except in the cases provided for in section 26, the Chief Electoral Officer awards the contract to the supplier or contractor who submits the lowest price.

In the case of a supply contract, the Chief Electoral Officer may, in determining the lowest price, include the cost of the impact related to their acquisition and adjust the submitted prices accordingly. This price adjustment must, however, be founded on quantifiable and measurable factors that are clearly identified in the tender documents.

33. Where several service providers, suppliers or contractors obtain identical results following a call for tenders, the contract is awarded by a drawing of lots.

34. The Chief Electoral Officer awards the contract on the basis of the procurement requirements described and the rules established in the tender documents, and according to the price submitted.

The Chief Electoral Officer may, however, negotiate the price submitted and the price stipulated in the contract may be less than the price submitted if:

(1) only one service provider, supplier or contractor submitted a compliant tender;

(2) the service provider, supplier or contractor has agreed to a new price; and

(3) it is the only change made to the conditions set out in the tender documents or to the tender in the course of the negotiation.

35. In the case of a construction contract, where it is decided, after the tenders are opened, that a contract will not be awarded following a public call for tenders, or, if a quality evaluation is to be made, after a meeting of the selection committee, the tenderer that would have been awarded the contract receives as compensation and in final settlement for expenses incurred, an amount of:

(1) \$2,000.00, if the tender is equal to or greater than \$500,000 but less than \$1,000,000; or

(2) \$5,000 if the tender is equal to or greater than \$1,000,000.

DIVISION II **CONTRACTS NOT SUBJECT TO THE PUBLIC** **TENDER PROCESS**

36. In awarding contracts involving an expenditure below the public tender threshold described in section 7, the Chief Electoral Officer must proceed in accordance with the principles set out in this Regulation, particularly those stated in section 2.

To ensure sound management of such contracts, the Chief Electoral Officer must, among other things, consider whether to:

(1) make a public call for tenders or issue an invitation to tender;

(2) use a rotation system among the tenderers or contractors with which it deals, or seek new tenderers or contractors;

(3) implement provisions to control the amount of such contracts and of any related additional expenditure, especially in the case of contracts by mutual agreement, in compliance with section 37; or

(4) set up a monitoring mechanism to ascertain the effectiveness and efficiency of the contracting process used for contracts involving an expenditure below the public tender threshold specified in section 7.

37. Every contract contemplated by this Regulation, involving an expenditure above the public tender threshold specified in section 7, may be entered into by mutual agreement in any of the following circumstances:

(1) if there is an emergency that threatens the safety of human beings or property;

(2) if there is only one possible contractor because of the existence of a guarantee, a right of ownership 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 museological value of the required property or service;

(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;

(4) if the Chief Electoral Officer considers that it would be able to prove, in accordance with the principles set out in section 2, that a public call for tenders would not serve the public interest, given the object of the contract concerned;

(5) in the case of a contract for legal services;

(6) in the case of a contract for financial or bank services;

(7) in the case of a supply contract related to research and development activities or teaching activities where, for technical or scientific reasons, only one supplier is able to carry out the contract and there is no other alternate solution or substitute goods;

(8) if the Chief Electoral Officer is of the opinion that, due to the special requirements or time limits involved, the call for tenders procedure prescribed in this Regulation would compromise the carrying out of an electoral activity stipulated by law, for which the Chief Electoral Officer is responsible;

(9) if the Chief Electoral Officer is of the opinion that a call for tenders would likely compromise the carrying out of an investigation or of a verification procedure, reveal its confidential nature or constitute a hindrance to the exercise of its duties;

(10) in the case of a contract concerning the renewal of a contract to lease immovable.

In all cases covered by this section, and notwithstanding section 5, the contract must be authorized and signed by the Chief Electoral Officer personally.

DIVISION III SPECIAL RULES FOR THE AWARDING OF CONTRACTS

§1. *Task order contracts*

38. In the case of contracts for services or construction work, the Chief Electoral Officer may enter into a task order contract with one or more service providers or with a construction contractor when the procurement requirements are recurrent and the number of requests, the rate or the frequency at which they are to be performed are uncertain.

39. In the case of contracts for services or construction work, the Chief Electoral Officer may indicate, in the tender documents, the approximate monetary value of the services or construction work that it intends to request or have carried out.

40. In the case of contracts for services, where the task order contract is entered into with more than one service provider, the performance requests are submitted to the service provider who submitted the lowest price, unless it cannot perform the service, in which case the other providers are solicited according to their respective ranks.

41. In the case of construction work, a task order contract is entered into for a term not exceeding three years, including any renewal.

§2. *Delivery order supply contracts*

42. The Chief Electoral Officer may enter into a delivery order contract with one or more suppliers when the procurement requirements are recurrent and the quantity of goods, the rate or the frequency at which they are acquired are uncertain.

43. The Chief Electoral Officer must indicate, in the tender documents, the approximate quantities of goods likely to be acquired or, failing that, the approximate monetary value of the contract and, where applicable, the places of delivery.

44. If the delivery order contract is entered into with more than one supplier, the orders are directed to the supplier who submitted the lowest price, unless that supplier cannot fill the orders, in which case the other suppliers are solicited according to their respective ranks.

Such orders may, however, be awarded to any of the selected suppliers whose submitted price does not exceed the lowest price by more than 10%, as long as the awarding rule is authorized by the Chief Electoral Officer before the notice of call for tenders is published.

§3. *Contracts for services of a technical nature*

45. Notwithstanding section 17, the Chief Electoral Officer may decide to evaluate the quality of a tender in order to award a contract for services of a technical nature, and must, in such cases, apply the provisions set out in sections 18 to 31.

§4. *Contracts for professional services*

46. Notwithstanding section 18, the Chief Electoral Officer may, except in the cases provided for in section 26, decide to solicit only a price in order to award a contract for professional services; the Chief Electoral Officer must then apply the provisions of sections 17, 19, 20 and 32 to 35.

§5. *Contracts awarded following a quality evaluation*

47. For supply contracts, and notwithstanding section 18, the Chief Electoral Officer may decide to evaluate the quality of a tender; in such a case, it must request a price and a quality demonstration based on predetermined evaluation criteria.

The Chief Electoral Officer must specify, in the tender documents, the rules to be used to evaluate the quality of tenders, including the evaluation criteria selected and, for the purposes of Schedule 2, their respective weighting.

The price and the quality demonstration must be presented separately so that the first paragraph of section 54 may apply. In addition to the cases referred to in section 13, the compliance conditions must state that failure to comply with this requirement will entail automatic rejection of a tender.

48. In the case of contracts for construction work, and notwithstanding section 17, the Chief Electoral officer may decide to evaluate the quality of a tender by making a call for tender in two stages.

The first stage consists in selecting contractors by soliciting only a quality demonstration in accordance with the evaluation conditions set out in Schedule 1. The second stage consists in inviting the selected contractors to submit a tender that includes only a price.

The Chief Electoral Officer must specify, in the tender documents, the rules to be used to evaluate the quality of tenders, including the evaluation criteria.

The Chief Electoral Officer awards the contract to the contractor that submits the lowest price.

49. In the case of mixed contracts for construction work and professional services, the Chief Electoral Officer may consider the quality of a tender. To that end, the Chief Electoral Officer applies the evaluation terms and conditions set out in Schedule 2.

In such a case, the Chief Electoral Officer must specify, in the tender documents, the rules to be used to evaluate the quality of tenders, including the evaluation criteria selected and their respective weighting.

The price and the quality demonstration must be presented separately so that the first paragraph of section 54 may apply. In addition to the cases referred to in section 12, the compliance conditions must state that failure to comply with this requirement will entail automatic rejection of a tender.

The Chief Electoral Officer awards the contract to the contractor that submits the lowest adjusted price.

50. In the case of mixed contracts for construction work and professional services, the Chief Electoral Officer may also make a public call for tenders in two stages in order to award a contract.

In the first stage, the Chief Electoral Officer selects contractors by soliciting only a quality demonstration. The tender documents must indicate whether every selected contractor or only a limited number of contractors will be invited to take part in the second stage.

The selection committee evaluates the quality of a tender according to the following conditions and procedure:

(1) if all the selected contractors are invited to take part in the second stage, the quality of a tender is evaluated in accordance with the evaluation terms and conditions set out in Schedule 1 and all the contractors that meet at least the minimum quality level are retained; or

(2) if only a limited number of selected contractors are invited to take part in the second stage, the quality of a tender is evaluated in accordance with the evaluation terms and conditions set out in sections 1 to 7 of Schedule 2, and only those contractors who obtain the highest final scores are retained.

In the second stage, the Chief Electoral Officer invites the selected contractors to submit, separately, a price and a quality demonstration, in accordance with the evaluation terms and conditions set out in Schedule 2.

51. At the public opening of tenders, as provided in section 19, only the names of the suppliers or contractors are disclosed, and the results of the opening are made available in accordance with the fourth paragraph of that section.

52. In the case of a supply contract, the Chief Electoral Officer must evaluate the quality of tenders as provided in Schedule 1 or Schedule 2, as the case may be.

53. In the case of a supply contract, where an evaluation is based on a minimum level of quality, the Chief Electoral Officer must apply the evaluation terms and conditions set out in Schedule 1 and award the contract to the supplier who submitted the lowest price.

Where an evaluation is based on a measurement of the quality level followed by a calculation of the price-quality ratio, the Chief Electoral Officer must apply the evaluation terms and conditions set out in Schedule 2 and award the contract to the supplier who submitted the lowest adjusted price.

54. In the case of a supply contract or a construction contract, tenders must be evaluated by a selection committee set up for that purpose by the Chief Electoral Officer. The committee evaluates the quality without knowing the price submitted.

When the tender evaluation is to award a contract involving an expenditure equal to or above the public tender threshold, the selection committee must be composed of a secretary in charge of coordinating the activities, and of at least three members.

55. For the purposes of section 34 with respect to a contract awarded following a quality evaluation, the condition in subparagraph 1 of the second paragraph of that section is that only one contractor must have submitted an acceptable tender.

56. The Chief Electoral Officer must inform each tenderer of the results of the tender quality evaluation within 15 days after awarding the contract.

If Schedule 1 applies, the particulars sent to tenderers are:

(1) confirmation that their tender was accepted or not; and

(2) the name of and price submitted by the successful tenderer.

If Schedule 2 applies, the particulars sent to tenderers are:

- (1) confirmation that their tender was accepted or not;
- (2) their quality score, their adjusted price and their rank according to the adjusted prices, where applicable; and
- (3) the name, quality score and, where applicable, price submitted by the successful tenderer, and the resulting adjusted price.

CHAPTER III SPECIAL CONTRACTS

DIVISION I ADVERTISING CAMPAIGN CONTRACTS

57. The Chief Electoral Officer may solicit only a quality demonstration to award an advertising campaign contract.

The amount indicated in the contract may not be greater than the amount predetermined in the tender documents.

DIVISION II TRAVEL SERVICE CONTRACTS

58. The Chief Electoral Officer may solicit only a quality demonstration to award a travel service contract involving an expenditure equal to or above the public tender threshold.

In such cases, the Chief Electoral Officer negotiates the amount of the contract with the service provider whose acceptable tender obtained the highest score for quality.

CHAPTER IV QUALIFICATION OF SERVICE PROVIDERS

59. The Chief Electoral Officer may qualify service providers prior to the acquisition process if:

- (1) the qualification of service providers is preceded by a public notice to that effect on the electronic tendering system;
- (2) the list of qualified service providers is published on the electronic tendering system and every provider is informed that its entry on the list has been accepted, or of the reason for refusal if entry is denied; and

(3) a public notice of qualification is published again at least once a year, even though the Chief Electoral Officer may qualify service providers at intervals varying from one to three years.

60. When the Chief Electoral Officer evaluates the quality of applications for qualification, it must set up a selection committee within the meaning of section 28, and must apply the evaluation terms and conditions set out in Schedule 1 or in sections 1 to 7 of Schedule 2.

61. Except in the cases described in section 39, every contract subsequent to the qualification of service providers is limited to qualified providers only and, if such a contract involves an expenditure equal to or above the public tender threshold, it must be awarded through a public call for tenders.

CHAPTER V CONDITIONS TO BE MET BEFORE ENTERING INTO CONTRACTS

DIVISION I REQUIRED AUTHORIZATION

62. The authorization of the Chief Electoral Officer, in person, is required for every contract of a repetitive nature with an expected term, including any renewal, is greater than three years.

For a task order contract or a delivery order contract, the Chief Electoral Officer cannot authorize a contract with a planned duration, including any renewals, that is greater than five years.

Such authorization is also required before entering into a contract involving an expenditure equal to or above the public tender threshold if:

- (1) only one service provider, supplier or contractor submitted a compliant tender;
- (2) only one service provider, supplier or contractor submitted an acceptable tender following a quality evaluation.

In the case provided for in subparagraph 2 of the third paragraph, or for a mixed contract for construction work and professional services, the selection committee must not know the price, and the Chief Electoral Officer in person shall determine whether or not the awarding process should be continued.

In the case of construction work, the authorization of the Chief Electoral Officer is required before publishing the notice of call for tenders, where the period for which tenders are valid exceeds 45 days.

DIVISION II AFFIRMATIVE ACTION PROGRAM

63. Where the amount of a service contract is \$100,000 or more, or where the amount of a service subcontract is \$100,000 or more, the contract or subcontract may not be entered into with a service provider, supplier or subcontractor in Québec whose business employs more than 100 persons, unless the service provider, supplier or subcontractor has made a commitment to implement an affirmative action program that complies with the Charter of human rights and freedoms (R.S.Q., c. C-12) and holds an attestation to this effect issued by the Chair of the Conseil du trésor.

If such a contract or subcontract must be entered into with a service provider, supplier or subcontractor from outside Québec but within Canada, whose business employs more than 100 persons, the service provider, supplier or subcontractor must provide an attestation to the fact that it has already made a commitment to implement an employment equity program of the province or territory concerned, where one exists, or, failing that, to implement a federal employment equity program.

64. A service provider or supplier whose attestation, issued pursuant to section 63, is cancelled by the Chair of the Conseil du trésor for failure to fulfill a commitment to implement an affirmative action program may not enter into a service or supply contract or subcontract as long as it has not obtained a new attestation.

A service provider or supplier located outside Québec but within Canada whose attestation referred to in the second paragraph of section 63 has been revoked may not enter into a service or supply contract or subcontract as long as it has not obtained a new attestation.

DIVISION III QUALITY ASSURANCE, SUSTAINABLE DEVELOPMENT AND ENVIRONMENT

65. The Chief Electoral Officer may require a quality assurance system, including the ISO 9001: 2000 standard, or a specification relating to sustainable development and the environment, for the carrying out of a contract. The Chief Electoral Officer must specify the requirement in the tender documents.

If such a requirement unduly reduces the competition, the Chief Electoral Officer must allow any service provider, supplier or contractor to submit a tender and grant a preferential margin not exceeding 10% to the tenderer that fulfills the requirement referred to in the first paragraph. In this latter case, the price submitted by such a

service provider, supplier or contractor is, for the sole purpose of determining the successful tenderer, reduced by the preferential margin, with no effect on the price for the purpose of awarding the contract.

The percentage of the preferential margin to be applied must be indicated in the tender documents.

In the case of a contract for which the quality evaluation is based solely on the quality measurement, the Chief Electoral Officer must ascertain that there is enough competition to allow for the application of the first paragraph.

DIVISION IV ATTESTATION BY THE MINISTÈRE DU REVENU

66. Every contract contemplated in this Regulation that involves an expenditure that is equal to or greater than \$25,000 must be entered into with a service provider, supplier or contractor that has obtained an attestation from the Ministère du Revenu du Québec to the effect that it has produced the returns and reports it is required to produce under the taxation legislation, and that it has no outstanding accounts payable to the Minister of Revenue of Québec, particularly if recovery of such an account has been legally suspended or if an arrangement has been made for payment and the service provider, supplier or contractor is not in default in this respect.

The service provider, supplier or contractor must submit the attestation to the Chief Electoral Officer along with its tender if the contract is awarded following a call for tenders, or before the contract is signed if it is awarded by mutual agreement. The attestation must not have been issued more than 90 days before the deadline for receipt of tenders, nor after that date or, in the case of a contract by mutual agreement, more than 90 days prior to the date on which the contract is awarded.

The holding of an attestation is considered to be a condition of eligibility within the meaning of section 11.

67. Section 66 does not apply to a service provider, supplier or contractor that does not have an establishment in Québec at which it exercises its activities on a permanent basis, which is clearly identified in its name and is accessible during regular business hours.

It also does not apply in the following cases:

(1) if a contract must be entered into in an emergency that threatens the safety of human beings or property;

(2) if the Chief Electoral Officer is of the opinion that, due to the special requirements or time limits involved, the carrying out of an electoral activity stipulated by law, for which the Chief Electoral Officer is responsible, would be compromised;

(3) if the Chief Electoral Officer is of the opinion that the carrying out of an investigation or of a verification procedure may be compromised, or the exercise of its duties would be hindered.

CHAPTER VI CONTRACT AMENDMENTS

68. A contract may be amended if the amendment is accessory and does not change the nature of the contract.

However, if the contract involves an expenditure above the public tender threshold stipulated in section 7, an amendment that entails an additional expenditure must also be authorized by the Chief Electoral Officer in person. The Chief Electoral Officer, in writing and to the extent specified, may delegate the power to authorize such an amendment. Additional expenditures authorized under a given delegation may not total more than 10% of the initial amount of the contract

Notwithstanding the second paragraph, an amendment does not require authorization if it is due to a variation in the amount to which a predetermined percentage is to be applied or, subject to section 8, to a variation in a quantity for which a unit price has been agreed.

CHAPTER VII PUBLICATION OF INFORMATION

69. Following a public call for tenders, the Chief Electoral Officer must publish, on the electronic tendering system, within 15 days of the awarding of the contract, the name of the successful tenderer and the amount of the contract or, in the case of a task order or delivery order contract, the estimated amount of the expenditure.

In addition, if a contract involves renewal options, the Chief Electoral Officer also publishes the total amount of the expenditure that would be incurred if all options were exercised.

70. In the case of a task order or delivery order contract involving several service providers or suppliers, the Chief Electoral Officer must publish the names of the service providers or suppliers retained, and their respective total prices.

If such a contract involves price lists whose scope or layout prevents the publication of the results, the Chief Electoral Officer must indicate, on the electronic tendering system, how information on the results may be obtained.

71. The Chief Electoral Officer must publish, on the electronic tendering system, and at least once every six months, a list of the contracts involving an expenditure greater than \$25,000 entered into by mutual agreement or following an invitation to tender, except contracts involving confidential or protected information within the meaning of subparagraph 3 or subparagraph 9 of the first paragraph of section 37.

72. The list to be published pursuant to section 71 must contain at least the following information:

(1) the name of the service provider, supplier or contractor, the date and the amount of the contract or, in the case of a task order or delivery order contract, the estimated amount of the expenditure;

(2) in the case of a contract that involves renewal options, in addition to the information required in paragraph 1, the total amount of the expenditure that would be incurred if all options were exercised;

(3) the nature of the service, goods or construction work to be provided under the contract; and

(4) in the case of a contract by mutual agreement involving an expenditure above the public tender threshold, the provision in this Regulation under which the contract was awarded.

CHAPTER VIII CONTRACT MANAGEMENT CONDITIONS

DIVISION I CHANGE ORDERS FOR CONSTRUCTION WORK

73. In the case of construction contracts, the Chief Electoral Officer may make changes to the work by issuing a change order.

74. The value of a change is determined as follows:

(1) estimation, negotiation and acceptance of a detailed lump sum that takes into account, for the contractor's overhead, administrative costs and profits, the markup percentage in paragraph *a* or *b* of subparagraph 3, as the case may be

(2) if the nature of the change in the work is such that a lump sum cannot be estimated, application of the unit prices indicated in the contract or subsequently agreed on; or

(3) if the nature of the change is such that a lump sum or unit price cannot be estimated, addition of the cost of labour, materials and equipment related to the change, and increased:

a) by 15% if the work is performed by the contractor; or

b) by 10% for the contractor and 15% for the subcontractor if the work is performed by a subcontractor.

For the purposes of subparagraph 3 of the first paragraph, the cost of labour, materials and equipment corresponds to the actual cost of the items listed in Schedule 6. The increase includes the contractor's overhead, administrative costs and profits.

75. If the Chief Electoral Officer and the contractor cannot agree on the value of a change at the first negotiation, the detailed estimate of the change required is then determined by the Chief Electoral Officer and paid according to the conditions stipulated in the contract.

76. The contractor may file a dispute over the value of a change, in writing, to the Chief Electoral Officer, within 15 days of the issuing of the change order pursuant to section 75. In such a case, the parties must pursue the negotiations in accordance with section 79 or sections 80 to 82, as the case may be.

77. If a contract related to a building involves an expenditure equal to or greater than \$3,000,000 and the proposed change order increases the total value of the changes by more than 10% of the initial value of the contract, the Chief Electoral Officer may issue the change order or any subsequent change order only if it confirms to the contractor that it has the money necessary to perform the change.

78. No change may be required after the work has been received with reservation.

DIVISION II SETTLEMENT OF DISPUTES

§1. General rules

79. The Chief Electoral Officer and the service provider, supplier or contractor must attempt to reach an amicable settlement of any difficulty that may arise out of a contract by resorting to the dispute settlement clauses, if any, in the contract.

If the matter cannot be settled in that manner, it may be referred to a court of justice or an adjudicative body, as the case may be, or to an arbitrator.

§2. Special rules relating to a construction contract for a building

80. The Chief Electoral Officer and the contractor must attempt to reach an amicable settlement of any difficulty arising from a contract, by performing the following steps and procedures:

(1) a manager representing the Chief Electoral Officer and an officer of the contractor shall attempt to settle all or some of the disputed issues, within 60 days after receipt of the notice of dispute from the contractor; the parties may agree to extend that period; and

(2) if the negotiations do not enable the dispute to be settled in full, the Chief Electoral Officer or the contractor may, by sending a written notice to the other party within ten days after the end of the preceding step, require mediation of the unsettled issues, which must be carried out within 60 days following receipt of the notice of mediation; the parties may agree to extend that period.

If a notice of mediation is not sent within the time specified in subparagraph 2 of the first paragraph, the negotiation process is then terminated.

81. The mediator is chosen by mutual agreement between the Chief Electoral Officer and the contractor. The function of the mediator is to assist the parties in clarifying the dispute and defining their positions and interests, and to discuss and explore mutually satisfying solutions to settle the dispute.

The parties, along with the mediator, define the rules applicable to the mediation, set its duration, and specify their commitments, expectations and needs, as well as the role and duties of the mediator. The fees and expenses of the mediator must be paid in equal parts by the parties, unless a different sharing arrangement has been agreed upon.

The representative of each party must be duly authorized by the Chief Electoral Officer in person or by the officer of the contractor, as the case may be, to proceed with the mediation.

82. In the absence of an agreement between the Chief Electoral Officer and the contractor following mediation, the parties retain all their rights and remedies, in particular those under the second paragraph of section 79.

DIVISION III PERFORMANCE EVALUATION

83. The Chief Electoral Officer must record, in a report, the evaluation of any service provider, supplier or contractor whose performance is considered to be unsatisfactory.

84. The Chief Electoral Officer must complete its evaluation not later than 60 days after the end of the contract and send a copy of the evaluation to the service provider, supplier or contractor.

85. The service provider, supplier or contractor may forward comments to the Chief Electoral Officer within 30 days following receipt of a report of unsatisfactory performance.

86. Within 30 days after the expiry of the time in section 85 or following receipt of comments from the service provider, supplier or contractor, as the case may be, the Chief Electoral Officer personally must uphold or cancel the evaluation and inform the service provider, supplier or contractor of the decision.

If the Chief Electoral Officer fails to act within the prescribed time, the performance of the service provider, supplier or contractor is considered to be satisfactory.

CHAPITRE IX POWERS OF THE CHIEF ELECTORAL OFFICER

87. The Chief Electoral Officer may establish policies for the management of the supply, service and construction contracts it requires, and sees to the implementation of the policies and their application.

88. The Chief Electoral Officer may prescribe model contract forms or other standard documents to be used by the institution.

CHAPTER X TRANSITIONAL AND FINAL PROVISIONS

89. Procedures for awarding contracts covered by this Regulation but undertaken before 24 February 2011 shall be continued in accordance with the provisions in force on the date on which the procedures were undertaken.

90. Any contract in progress on 24 February 2011 shall be continued in accordance with the provisions of this Regulation, unless this Regulation is incompatible with a provision of the contract, in which case the latter provision shall prevail.

91. This regulation replaces the Regulation respecting contracts of the Chief Electoral Officer, adopted on 10 June 2003 and approved by the Office of the National Assembly on 15 July 2003 in decision 1155-1.

92. This Regulation comes into force on 24 February 2011.

SCHEDULE 1 (ss. 21, 22, 27, 30, 48, 50, 52, 53, 56, 60)

QUALITY EVALUATION CONDITIONS FOR THE AWARDING OF A CONTRACT BASED ON THE LOWEST PRICE

1. At least three criteria are required for quality evaluation.
2. The Chief Electoral Officer must specify in the tender documents, for each criterion, the elements of quality required to reach an “acceptable level of performance”, which corresponds to its minimum expectations for the criterion.
3. An acceptable tender in terms of quality is a tender that, for each criterion, meets the “acceptable level of performance”. A tender that does not reach this level of performance in respect of any criterion is rejected.

SCHEDULE 2 (ss. 21, 23, 24, 27, 30, 47, 49, 50, 52, 53, 56, 60)

QUALITY EVALUATION CONDITIONS FOR THE AWARDING OF A CONTRACT BASED ON THE LOWEST ADJUSTED PRICE OR BASED ON THE FINAL SCORE FOR THE HIGHEST QUALITY

1. The evaluation grid must have at least three quality evaluation criteria.
2. The Chief Electoral Officer must specify in the tender documents, for each criterion, the elements of quality required to reach an “acceptable level of performance” which corresponds to its minimum expectations for the criterion.
3. Each criterion in the evaluation grid is weighted on the basis of its importance for the carrying out of the contract. The total weighting of all the criteria is 100%.
4. Each criterion is evaluated on a scale from 0 to 100 points, the “acceptable level of performance” corresponding to 70 points.

5. At least 70 points may be required in respect of any criterion described in the evaluation grid. A tender that does not reach that minimum is rejected.

6. The final score for the quality of a tender is the total of the weighted scores obtained in respect of each criterion; the weighted scores are determined by multiplying the score obtained for a criterion by the weight of that criterion.

7. An acceptable tender in terms of quality is a tender whose final score is at least 70 points.

8. The price of each acceptable tender is adjusted according to the following formula:

$$\text{Adjusted price} = \frac{\text{Tendered price}}{\text{Adjustment coefficient for quality}}$$

The adjustment coefficient for quality is equal to:

$$1 + K \quad \frac{(\text{Final score for quality} - 70)}{30}$$

“K” is the addition percentage that the Chief Electoral Officer is willing to pay to move from a 70-point tender to a 100-point tender, for all criteria.

9. The Chief Electoral Officer, in the tender documents, determines the value of K, which must range from 15% to 30%. For construction contracts, the value of K is set at 15%.

SCHEDULE 3

(s. 16)

TENDER BOND (CONSTRUCTION WORK)

1. _____
(Name of the SURETY)

having its principal establishment at

(Address of the SURETY)

herein represented by

(Name and title)

duly authorized, hereinafter referred to as the SURETY, after having taken cognizance of the tender to be submitted on the _____ day of _____ 20____ to

(The Chief Electoral Officer)

hereinafter referred to as the Chief Electoral Officer, by

(Name of the CONTRACTOR)

having its principal establishment at

(Address of the CONTRACTOR)

hereinafter represented by

(Name and title)

duly authorized, hereinafter referred to as the CONTRACTOR, in respect of

(Description of the work and location)

Stands surety for the CONTRACTOR, to the benefit of the Chief Electoral Officer, on the following conditions:

If the CONTRACTOR fails to sign a contract in conformity with the tender submitted or fails to provide the guarantees or any other document required following the date of acceptance of the tender, the SURETY binds itself to pay to the Chief Electoral Officer a sum of money corresponding to the difference between the tendered price that had been accepted and the tendered price subsequently accepted by the Chief Electoral Officer, it being provided that the SURETY is not required, as specified in the tender documents, to pay more than:

– _____ percent of the tendered price (_____%),

or

– the lump sum amount determined by the Chief Electoral Officer,

_____ dollars (\$_____).

2. The CONTRACTOR whose tender is accepted must be notified in writing of such acceptance before the expiry of the tender validity period or any other time period agreed upon by the Chief Electoral Officer and the CONTRACTOR; failing which, this obligation is without effect.

3. This bond is governed by the law applicable in Québec and if it is contested, the courts of Québec have sole jurisdiction.

4. The SURETY waives the benefit of discussion and division.

5. The CONTRACTOR intervenes in this agreement to consent thereto, and should the CONTRACTOR fail to do so, this obligation is without effect.

IN WITNESS WHEREOF, the SURETY and the CONTRACTOR, by their duly authorized representatives, have signed this agreement in

_____, this _____ day of _____ 20__

The SURETY

(Witness)

(Signature)

(Name of signatory in block letters)

(Title of signatory in block letters)

The CONTRACTOR

(Witness)

(Signature)

(Name of signatory in block letters)

(Title of signatory in block letters)

SCHEDULE 4

(s. 16)

PERFORMANCE BOND (CONSTRUCTION WORK)

1. _____
(Name of the SURETY)

having its principal establishment at

(Address of the SURETY)

herein represented by

(Name and title)

duly authorized, hereinafter called the SURETY, having taken cognizance of the tender duly accepted by

(Identification of the Chief Electoral Officer)

hereinafter referred to as the Chief Electoral Officer, in respect of

(Description of the work and the location)

and on behalf of

(Name of the CONTRACTOR)

having its principal establishment at

(Address of the CONTRACTOR)

hereinafter represented by

(Name and title)

Duly authorized, hereinafter referred to as the CONTRACTOR, binds itself solidarily with the CONTRACTOR, to the benefit of the Chief Electoral Officer, to perform the contract including, but not limited to, the obligations covered by the guarantees, for the carrying out of the work described above in conformity with the call for tenders, it being provided that the SURETY in no case may be required to pay more than _____ dollars (\$ _____).

2. The SURETY agrees that the Chief Electoral Officer and the CONTRACTOR may amend the contract at any time, subject to the right of the SURETY to be informed thereof on request, pursuant to article 2345 of the Civil Code, and consents to the Chief Electoral Officer granting any time period necessary to complete the work.

3. If the CONTRACTOR fails to perform the contract, including work covered by the guarantees, the SURETY assumes the CONTRACTOR's obligations and, where applicable, undertakes and continues the work required within 15 days after receiving written notice to that effect from the Chief Electoral Officer, failing which the Chief Electoral Officer may have the work completed and the SURETY must pay the Chief Electoral Officer for any excess amount over the price agreed on with the CONTRACTOR for performance of the contract.
4. This bond covers any fault indicated by the Chief Electoral Officer to the CONTRACTOR in a written notice before the end of the second year following acceptance of the work within the meaning of article 2110 of the Civil Code.
5. This bond is governed by the law applicable in Québec, and if it is contested, the courts of Québec have sole jurisdiction.
6. The CONTRACTOR intervenes in this agreement to consent thereto; if the CONTRACTOR fails to do so, this obligation is without effect.

IN WITNESS WHEREOF, the SURETY and the CONTRACTOR, by their duly authorized representatives, have signed this agreement in

_____, this _____ day of _____ 20____

The SURETY

(Witness)

(Signature)

(Name of signatory in block letters)

(Title of signatory in block letters)

The CONTRACTOR

(Witness)

(Signature)

(Name of signatory in block letters)

(Title of signatory in block letters)

SCHEDULE 5

(a. 16)

BOND FOR THE CONTRACTOR’S OBLIGATIONS WITH RESPECT TO LABOUR, MATERIALS AND SERVICES (CONSTRUCTION WORK)

1. _____
(Name of the SURETY)

having its principal establishment at

(Address of the SURETY)

herein represented by

(Name and title)

duly authorized, hereinafter referred to as the SURETY, having taken cognizance of the tender duly accepted by

(Identification of the Chief Electoral Officer)

hereinafter referred to as the Chief Electoral Officer, in respect of

(Description of the work and the location)

and on behalf of

(Name of the CONTRACTOR)

having its principal establishment at

(Address of the CONTRACTOR)

herein represented by

(Name and title)

Duly authorized, hereinafter referred to as the CONTRACTOR, binds itself solidarily with the CONTRACTOR, to the benefit of the Chief Electoral Officer, to pay directly the creditors hereinafter defined, it being provided that the SURETY in no case may be required to pay more than _____ dollars (\$_____).

2. Creditor means:

- (1) any subcontractor of the CONTRACTOR;

(2) any natural or legal person having sold or leased services, materials or equipment intended exclusively for the work to the CONTRACTOR or to the CONTRACTOR's subcontractors, equipment leasing prices being determined solely on the basis of current construction industry standards;

(3) any supplier of materials specially prepared for that work and contract;

(4) the Commission de la santé et de la sécurité du travail, with respect to the contributions resulting from this contract; and

(5) the Commission de la construction du Québec, with respect to the contributions resulting from the contract.

3. The SURETY agrees that the Chief Electoral Officer and the CONTRACTOR may amend the contract at any time, subject to the right of the SURETY to be informed thereof, on request, pursuant to article 2345 of the Civil Code, and consents to the Chief Electoral Officer granting any time period necessary to complete the work.

4. Subject to clause 3 above, no creditor has direct recourse against the SURETY unless the creditor has sent an application for payment to the SURETY and to the CONTRACTOR within 120 days of the date on which the CONTRACTOR completed the work or supplied the last services, materials or equipment.

A creditor who has contracted other than directly with the CONTRACTOR has no direct recourse against the SURETY unless the creditor has notified the CONTRACTOR in writing of the contract within 60 days of the commencement of the leasing or delivery of the services, materials or equipment; the notice must indicate the work concerned, the subject of the contract, the name of the subcontractor and the Chief Electoral Officer.

A subcontractor has no direct recourse against the SURETY in respect of sums held back by the CONTRACTOR unless the subcontractor has sent an application for payment to the SURETY and to the CONTRACTOR within 120 days of the date on which the sums held back became payable.

5. Any creditor may institute proceedings against the SURETY on the expiry of 30 days after the notice required by clause 4 has been sent, provided that the proceedings are not instituted before the expiry of 90 days after the date on which the creditor's work was performed or the date of supply of the last services, materials or equipment;

6. Any payment made in good faith by virtue of this agreement reduces the amount of this bond by a corresponding amount.

7. This bond is governed by the law applicable in Québec, and if it is contested, the courts of Québec have sole jurisdiction.

8. The CONTRACTOR intervenes in this agreement to consent thereto ; if the CONTRACTOR fails to do so, this obligation is without effect.

IN WITNESS WHEREOF, the SURETY and the CONTRACTOR, by their duly authorized representatives, have signed this agreement in

_____, this _____ day of _____ 20____

The SURETY

(Witness)

(Signature)

(Name of signatory in block letters)

(Title of signatory in block letters)

The CONTRACTOR

(Witness)

(Signature)

(Name of signatory in block letters)

(Title of signatory in block letters)

SCHEDULE 6

(s. 74)

COST OF LABOUR, MATERIALS AND EQUIPMENT

The contractor must prove each expense relating to a change. The cost of labour, materials and equipment attributable to making the change to the work corresponds to the actual costs of the contractor and subcontractors, in the following categories:

(1) wages and employment benefits paid to workers under an applicable collective agreement and to the foreman and, where applicable, the superintendent supervising the employees on the construction site;

(2) the travel and accommodation expenses of the additional employees required;

(3) the cost of all materials, products, supplies, including materials incorporated into the work by reason for the change to the work, including transportation, storage and handling expenses, the whole corresponding to the lowest price granted to the contractor and subcontractors;

(4) taxes and other duties imposed by any competent authority on the labour, materials and equipment required and to which the contractor is subject, excluding the goods and services tax (GST) and the Québec sales tax (QST) since the Chief Electoral Officer is exempt;

(5) the cost of transporting and using additional equipment and tools that are required, other than hand tools used by the employees;

(6) the cost of additional quality control performed by the person responsible for quality assurance or the superintendent on the work relating to the change;

(7) applicable patent royalties and rights;

(8) additional insurance and security premiums that the contractor must pay as a result of the increase in the contract price;

(9) energy and heating expenses directly attributable to the change;

(10) the cost for the removal and disposal of waste and debris attributable to the change;

(11) the necessary additional protections, temporary installations and security devices;

(12) any other required additional labour, materials or equipment cost not specified in the preceding paragraphs and attributable to performing the change.

Adopted in Québec, this 11 November 2010.

MARCEL BLANCHET,
Chief Electoral Officer

**Regulation respecting contracts of the
Commission de la représentation**

Election Act
(R.S.Q., c. E-3.3, ss. 488.1 and 540.1)

1. This regulation applies to supply contracts and service contracts of the Commission de la représentation.

2. The provisions of the Regulation respecting contracts of the Chief Electoral Officer, approved by the Office of the National Assembly on 24 February 2011 apply, adapted as required, to the contracts of the Commission de la représentation.

3. This regulation comes into force on 24 February 2011.

Adopted in Québec, 19 November 2010
at a sitting of the Commission de la représentation

MARCEL BLANCHET,
President of the Commission de la représentation

DENIS FONTAINE,
Secretary of the Commission de la représentation

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