

# CONTRACT AWARDING POLICY – 2024



## Introduction

When awarding contracts, the Québec Golf Federation (“Golf Québec”) ensures maximum transparency, efficiency, and economy in the process of acquiring the goods and services required to fulfill its mission.

The purpose of this policy is to establish the principles and procedures for awarding contracts and to specify the division of responsibilities in order to adequately meet Golf Québec’s needs, ensure fair treatment of suppliers while stimulating healthy competition among them, promote transparency in the process, and encourage solutions that maximize benefits for Golf Québec’s various partners, where possible.

## Definitions

- **Contract:** Refers to agreements, contracts (including human resources contracts), letters of intent, and memorandums of understanding whose provisions are binding on Golf Québec.
- **Value:** Except as otherwise provided in this policy, "value" means the total value of the contract during its term, excluding all taxes, and is expressed in Canadian currency.

## Application

- a) The ultimate responsibility of the Board of Directors is to conduct the business of Golf Québec, to protect its assets from loss or misuse, and to produce reliable financial records for internal use and external reporting.
- b) The Board of Directors of Golf Québec delegates to the Executive Director the responsibility of applying this policy in order to manage and evaluate calls for tenders, prepare contracts, and ensure that they are respected.

## Signing Authority

- a) The Board of Directors delegates to the Executive Director of Golf Québec the authority to sign contracts.
- b) Before signing a contract, the Executive Director must also ensure that the following conditions are met and be able to attest to them:
  1. Golf Québec is able to fulfill its obligations during the term of the contract and the third party(ies) can reasonably be expected to fulfill theirs;
  2. The contract complies with all applicable laws, regulations, policies, and procedures of Golf Québec;
  3. The financial impacts (costs and benefits) as well as the risks and liabilities resulting from the contract have been examined and deemed reasonable.
- c) As part of Golf Québec's operations, department directors are authorized to sign contracts relating to their immediate duties and the management of their files.

## **Guidelines**

- a) Seek out the best suppliers in terms of quality/price ratio, taking into account guarantees, delivery times, and overall purchasing costs, in a context of sound management of Golf Québec funds.
- b) Develop long-term partnership agreements with selected suppliers in strategic areas.
- c) For the supply of recurring goods or services, or in cases where a supplier's familiarity with Golf Québec may play a determining role in the selection process, it will be justified to return to the same supplier. Such justification does not, however, remove the obligation to periodically call for tenders from three (3) suppliers, at the discretion of Golf Québec's Executive Director, in order to ensure healthy competition and to verify competition.
- d) In compliance with the preceding paragraphs, give preference to Golf Québec partner suppliers.
  - 1. Where quality is equal, procurement from a partner supplier will be given preference over procurement from a non-partner supplier, up to a maximum cost overrun of 5%.
  - 2. Where quality and price are equal, procurement from two partner suppliers will be based on the principle of alternation, where possible.

## **Contract Management**

- a) Any authorized signatory who has signed a contract, in accordance with his or her authority or power to do so, must retain the original, in paper or digital format, as well as all necessary supporting documents stored in the digital directories of the Regroupement Loisir et Sport du Québec (RLSQ) computer servers identified for this purpose.
- b) The Executive Director must diligently inform the Board of Directors of any contracts within his or her jurisdiction that he or she deems sufficiently important, regardless of their value or scope, before signing them.
- c) A department director must diligently inform the Executive Director of any contracts under his or her jurisdiction that he or she deems sufficiently important, regardless of their value or scope, before signing them.
- d) A department director must obtain the authorization of the Executive Director for any expenditure in excess of \$10,000. The Executive Director may, at his or her discretion, limit the signing authority of an authorized signatory, in writing.
- e) Before entering into any contract, regardless of its duration, the authorization of the Board of Directors, on the recommendation of the Finance and Audit Committee, must be obtained for any expenditure in excess of \$35,000.
- f) No authorized signatory shall sign any contract within his or her area of responsibility if, in so doing, he or she creates a conflict of interest or the appearance of a conflict of interest.
- g) When a request for authorization to sign a contract is submitted to the Board of Directors or Executive Director, the said contract must be submitted with the request. In the event that the

text of the contract has not yet been finalized, the Board of Directors may ask the President or Vice-President to review the final text before its signature.

- h) Every six (6) months, the Executive Director provides the Finance and Audit Committee with a list of contracts whose value exceeds \$5,000.

### **Exception Procedure**

- a) The acquisition of the following goods or services is not covered by this policy: membership dues, subscriptions, travel, meals or entertainment expenses including hotels, training courses, advertising, room rentals, gifts or flowers, utilities, insurance.
- b) Golf Québec, as a recipient of government funding, complies in all respects with the financial aid agreement, both in its contract award processes and in its exception procedure.