

**PROVINCE OF QUEBEC
REGIONAL COUNTY MUNICIPALITY OF GOLFE-DU-SAINT-LAURENT**

DRAFT REGULATION No. 25-AR982-2026

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CONTRACT MANAGEMENT**

SECTION I – APPLICATION AND SCOPE OF THE REGULATION TYPES OF CONTRACTS COVERED

1. Purpose of the Bylaw

This bylaw applies to all contracts awarded by the municipality, regardless of the method of award or their cost.

2. Scope of the Bylaw with Respect to the Municipality

The bylaw is binding on the municipality, its council, its council members, and its employees, who must comply with it in the performance of their duties.

It is deemed to form part of the employment contract binding employees to the municipality.

Any failure to comply with this bylaw may result in the application of the penalties provided for in Section VIII of this bylaw.

3. Scope with respect to bidders, agents, successful bidders, and consultants

All bidders, whether or not selected by the municipality, as well as agents, successful bidders, and consultants selected by the municipality must comply with this bylaw.

It is deemed to form part of any request for proposals and any contract awarded by the municipality.

Failure to comply with this by-law by the persons referred to in this section may result in the application of the penalties provided for in Section VIII of this by-law.

SECTION II – DEFINITIONS

4. Definitions

Unless the context indicates otherwise, the words and expressions used in this bylaw have the following meanings:

“Contractor”: Any bidder who has been awarded a contract following a bidding process.

“Tender”: An open or restricted tendering process required by sections 29 or 30 of the LCOM. The term *“tendering process”* does not include requests for quotations made when no tendering process is required by law or by these regulations.

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<i>“Contract”:</i>	<p>In the context of a tender, all documents used in this process, including, without limiting the generality of the foregoing, any notice to the bidder, specifications, general and special conditions, bid form, addenda, council resolution awarding the contract, and these regulations.</p> <p>In the context of a private contract, any written agreement describing the terms binding a supplier to the municipality regarding the purchase or lease of property or the provision of a service from which a monetary obligation arises, as well as any document supplementary to the contract, including these regulations; the contract may take the form of a purchase order.</p>
<i>“Private contract”:</i>	A contract entered into other than through a competitive bidding process.
<i>“Cost overrun”:</i>	Any cost in excess of the initial contract cost submitted by a bidder or supplier.
<i>“Sustainable development”:</i>	Means development that meets the needs of the present without compromising the ability of future generations to meet their own needs. Sustainable development is based on a long-term vision that takes into account the inseparable nature of the environmental, social, and economic dimensions of development activities.
<i>“Employee”:</i>	Any person bound by an employment contract with the municipality, including an executive, chief executive officer, or any other paid municipal officeholder, with the exception of a council member.
<i>“Bidder”:</i>	Any person who submits a bid during a bidding process.

SECTION III – GENERAL CONSIDERATIONS IN THE AWARD OF CONTRACTS

5. Consolidated Purchases

The municipality may collaborate with other municipalities to establish a joint purchasing system for the procurement of goods and services.

When such a system is in place and circumstances permit, the municipality shall prioritize this practice in awarding its contracts.

SECTION IV – RULES APPLICABLE TO PRIVATE CONTRACTS

6. Fair Treatment

With regard to private contracts, municipal employees must ensure fair treatment of all suppliers.

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7. Rules Applicable to Contracts of \$25,000 or More, but Below the Threshold Set by Law

The municipality may award a contract by mutual agreement involving an expenditure of at least \$25,000 but less than the threshold established by a bylaw adopted under section 29 of the LCOM.

8. Measures to Promote Rotation of Contractors – Principles

The Municipality promotes, where possible, rotation among potential suppliers with respect to contracts that may be entered into by mutual agreement under section 7. In making decisions in this regard, the Municipality considers, in particular, the following principles:

- a) the level of expertise required;
- b) the quality of the work, services, or materials already provided or delivered to the Municipality;
- c) the timeframes involved in performing the work, supplying the equipment or materials, or providing the services;
- d) the quality of the goods, services, or work sought;
- e) the terms of delivery;
- f) maintenance services;
- g) the required experience and financial capacity;
- h) the competitiveness of the price, taking into account all market conditions;
- i) whether the supplier has an establishment within the Municipality's territory;
- j) any other criteria directly related to the contract.

9. Measures to Promote Rotation of Contractors – Measures

To ensure the implementation of the rotation provided for in Section 8, the Municipality shall, to the extent possible and barring special circumstances, apply the following measures:

- a) potential suppliers are identified prior to awarding the contract. If the Municipality's territory includes more than one supplier, this identification may be limited to that territory or, where applicable, the territory of the MRC or any other geographic region deemed relevant given the nature of the contract to be entered into;
- b) once suppliers have been identified and taking into account the principles listed in Article 8, rotation among them must be encouraged, unless there are reasons related to sound administration;
- c) The Municipality may issue a call for expressions of interest to identify suppliers capable of meeting its needs;
- d) Unless there are special circumstances, the person in charge of contract management shall, to the extent possible, complete the analysis form found in Appendix III;

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- e) For the categories of contracts it determines, for the purpose of identifying potential suppliers, the Municipality may also establish a list of suppliers. Rotation among the suppliers appearing on this list, where applicable, must be encouraged, subject to the provisions of paragraph (b) of this section.

10. Measures to Promote Quebec and Canadian Goods and Services

- 10.1. For the purposes of awarding any contract involving an expenditure below the expenditure threshold of a contract that may be awarded only following a request for proposals through an open public bidding process, the municipality shall give preference to Quebec or otherwise Canadian goods and services and to suppliers, insurers, and contractors that have an establishment in Quebec or elsewhere in Canada.

To that end, when awarding such a contract, the municipality shall:

- To the extent possible, identify Quebec or otherwise Canadian goods and services and suppliers, insurers, and contractors that have an establishment in Quebec or elsewhere in Canada;
- Prepare a list of these identified suppliers and businesses;
- Allow any supplier and any business with an establishment in Quebec to request that its name be added to the list of identified suppliers and businesses.

- 10.2. When awarding a contract covered by this section, the municipality shall give preference to awarding the contract to Quebec or Canadian suppliers, as well as to businesses that have an establishment in Quebec or elsewhere in Canada, even if this entails an additional cost, provided that such cost remains reasonable in light of market prices.

- 10.3. The terms “Suppliers, insurers, and contractors with an establishment in Quebec or elsewhere in Canada” are defined as a location where a supplier, insurer, or contractor conducts business on a permanent basis, which is clearly identified by name and accessible during normal business hours.

- 10.4. The term “Quebec goods and services” means goods and services for which the majority of their design, manufacture, assembly, or production is carried out primarily from an establishment located in Quebec or elsewhere in Canada.

11. Measures to Promote Sustainable Development

When awarding a contract, the municipality promotes the responsible procurement of goods and services by taking into account the principles set forth in section 6 of the *Sustainable Development Act*, RLRQ c. D-8.1.1.

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12. Contract with a council member, public official, or employee

- 12.1. In accordance with section 305.0.1 of the *Act respecting elections and referendums in municipalities*, RLRQ c. E-2.2, and subject to compliance with the conditions set forth in that section, the Municipality reserves the right to enter into a contract for the acquisition and lease of goods from a business in which a council member has an interest, or a contract for the provision of certain manual services by a council member or by a business in which the council member has an interest.
- 12.2. In accordance with section 269.1 of the Municipal Code of Québec and subject to compliance with the conditions set forth in said section, the Municipality reserves the right to enter into a contract for the acquisition or lease of property in a business in which a municipal officer or employee holds an interest.
- 12.3. For the purposes of sections 12.1 and 12.2, the types of businesses from which property may be acquired or leased are as follows:
- a) Food and restaurant businesses;
 - b) Gas stations;
 - c) Pharmacies;
 - d) Hardware stores;
 - e) Businesses selling mechanical parts;
 - f) Businesses that rent out machinery and tools.

SECTION V – RULES GOVERNING BIDDING PROCEDURES

13. Availability of Tender Documents

For all contracts involving an expenditure equal to or greater than the threshold established by a by-law adopted under the first paragraph of section 29 of the LCOM, the municipality shall make its tender documents available for sale on the government-approved Electronic Tendering System (SEAO) pursuant to the *Act respecting contracts of public bodies*, RLRQ c. C-65.1.

14. Appointment and Composition of Selection Committees

The board delegates to the executive director the authority to form a selection committee as provided for in sections 55 and 69 of the LCOM in all cases where such a committee is required by law.

Any selection committee must consist of at least three members, other than members of the board.

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A member of the board, an official, or an employee may not disclose information that would identify a person as a member of a selection committee.

15. Duties of Selection Committees

Selection committees shall have the following duties:

- a) submit to the Executive Director a sworn statement, in the form set out in Schedule II of these regulations, to be renewed annually and signed by each committee member, in which they solemnly affirm that they:
 - i) will maintain the confidentiality of the committee's deliberations;
 - ii) avoid placing themselves in a situation of conflict of interest or the appearance of a conflict of interest; if they fail to do so, they shall resign from their position as a committee member and disclose the interest;
 - iii) will evaluate all submissions impartially and conduct an individual analysis of the compliant submissions received prior to the committee's evaluation;
- b) evaluate each submission independently of the others, without knowing the price and without comparing them to one another;
- c) assign a number of points to each bid for each weighting criterion;
- d) sign the committee's evaluation after deliberation and reaching a consensus.

Any selection committee must also conduct its evaluation in compliance with all applicable provisions of the LCOM and the principle of equality among bidders.

16. Compensation for External Members

Members of the selection committee are not compensated.

However, when such a member is not an employee of the municipality, they receive a stipend of \$150.00 per mandate.

17. Secretary of the Selection Committee

For each selection committee, the Executive Director appoints a secretary whose role is to guide and assist the committee in analyzing the submissions.

The secretary attends the committee's deliberations but does not have voting rights.

18. Tender Manager

For each call for bids, the municipality designates an information officer whose mandate is to respond in writing to bidders' questions regarding the call for bids.

A bidder may not at any time contact anyone other than this contact person.

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The contact person ensures that all bidders have the same information and acts in a neutral, consistent, and impartial manner, without showing favoritism.

19. Site Visit

No site visit shall take place unless the project involves the rehabilitation of an existing structure and such a visit is necessary to allow potential bidders to review information that cannot be conveyed in the tender documents.

Such a visit may only take place individually and by appointment, in the presence of the tender manager, who will record all questions asked in writing and provide the answers to all bidders in the form of an addendum.

SECTION VI – PROVISIONS APPLICABLE TO BIDDERS

20. Bidder's Declaration

Each bidder must include the following declarations with their bid:

- a) a statement certifying that neither the bidder nor any of its representatives has communicated or attempted to communicate, for the purpose of exerting influence or obtaining information regarding a tender, with any member(s) of the selection committee;
- b) a statement certifying that the bid was prepared and submitted without any collusion, communication, agreement, or arrangement with any other bidder or person to agree on the prices to be submitted or to influence the prices submitted;
- c) a statement certifying that neither the bidder nor any of its representatives or employees has engaged in lobbying for the purpose of obtaining the contract, or, if such lobbying has taken place, to attach to its bid a statement to the effect that any registration required by law in the Lobbyists' Registry has been completed;
- d) if other lobbying communications were made with municipal public officials within the six (6) months preceding the contract award process, a statement disclosing the purpose of such communications;
- e) a statement certifying that neither the bidder nor any of its representatives or employees has engaged in intimidation, influence peddling, or corruption;
- f) A statement indicating whether the bidder has, personally or through its directors, officers, shareholders, or partners, any family, financial, or other ties with a member of the municipal council or an employee that could create the appearance of a conflict of interest.

21. Form of Declarations

These declarations must be made on the form in Appendix I of this bylaw.

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22. Prohibition on Gifts, Hospitality, Compensation, and Benefits

A bidder or successful bidder is prohibited from offering or providing any gift, hospitality, remuneration, or other benefit to a council member, a municipal employee, or a member of the selection committee.

This prohibition does not apply to gifts offered to all participants, or drawn at random during a public event open to all citizens and organized by the municipality for the purpose of supporting a charitable organization or a community organization.

23. Lobbying

A bidder or successful bidder is prohibited from communicating orally or in writing with a public official with the intent to influence, or which may reasonably be considered by the person initiating such communication as likely to influence, decision-making regarding:

- 1° the development, presentation, modification, or rejection of a regulatory proposal, resolution, policy, program, or action plan;
- 2° the selection of the method of awarding a contract and the development of that method;
- 3° the award of a contract, other than through a public tender.

Nevertheless, a lobbyist may do so if the means used are in accordance with the law, if the lobbyist discloses this in the statement provided for in section 20 of these regulations, and if the lobbyist is registered in the Lobbyists' Registry maintained under the Act respecting transparency and ethics in lobbying, RLRQ c. T-11.011.

The act of a lobbyist arranging, on behalf of a third party, a meeting with a public office holder is deemed to be a lobbying activity.

This section does not apply to the activities referred to in sections 5 and 6 of the Lobbying Transparency and Ethics Act, nor to those not covered by that Act by virtue of a regulation adopted under it.

SECTION VII – MANAGEMENT OF CONTRACT AMENDMENTS

24. Rules Governing Contract Amendments

The following rules apply to any amendment to a contract entered into by mutual agreement that results in the contract's value exceeding \$25,000, as well as to any amendment to a contract valued at more than \$25,000:

- a) the amendment must be the subject of a written request justifying it from the head of the relevant department and submitted to the Executive Director;
- b) the amendment must be recommended by the Director General; such a recommendation may only be granted in exceptional circumstances, if the amendment:

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- i) does not alter the nature of the contract and is of an ancillary nature;
 - ii) was unforeseeable at the time the contract was awarded;
 - iii) is not attributable to the fault of the bidder;
- c) the modification must have been approved by a resolution of the municipal council stating that it is of a minor and unforeseeable nature and that it is not attributable to the fault of the bidder;
- d) if it is impossible to obtain the municipal council's authorization in a timely manner due to the nature of the site conditions, the chief executive officer may, upon receipt of a request submitted pursuant to subparagraph (a), authorize the head of the relevant department to approve the modification with the contractor.

25. AMENDMENT TO A PRIVATE CONTRACT

Any request to amend a contract may be granted by the person who originally entered into the contract, to the extent permitted by their spending authority, or by the council, but only if it meets the following conditions:

- a) it does not alter the nature of the contract and is of an ancillary nature;
- b) if the request results in additional expenditure, it was unforeseeable at the time the contract was awarded;
- c) is not attributable to the fault of the bidder;
- d) if the request must be authorized by the council, it must be the subject of a written recommendation from the head of the relevant department, approved by the general manager.

This section does not prevent the municipality from providing, by contract, for a more stringent procedure for granting contract amendments.

SECTION VIII – ADMINISTRATION OF SANCTIONS

26. Penalties for a Council Member

Any council member who knowingly violates an obligation under these by-laws may be disqualified from serving as a municipal council member for two years.

They are also liable to be held personally responsible for any damages caused by their actions.

27. Penalties for an Employee

Any employee who violates these regulations is subject to disciplinary sanctions commensurate with the severity of their actions, which may include suspension without pay and dismissal.

They are also liable to be held personally responsible for any damages caused by their actions.

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28. Penalties for a bidder

Any bidder who fails to complete the declaration in Appendix I hereto may have their bid rejected, unless otherwise specified in the bidding documents.

The same applies to any bidder who violates, directly or indirectly, the obligations of these regulations if the violation is sufficiently serious to warrant such a sanction.

The municipality may exclude a bidder whose bid is rejected for the reason stated in the second paragraph from all negotiated contracts and invitations to bid for a period of five years.

29. Penalties for an Agent or Consultant

The contract binding any consultant or agent to the municipality who violates this bylaw may be terminated.

Furthermore, the municipality may, if the seriousness of the violation warrants it, exclude the agent or consultant from any private contract and any invitation to bid for a period of five years.

30. Penalties for a member of the selection committee

Any member of a selection committee who violates this bylaw shall be excluded from the list of candidates for the selection committee.

If the member is an employee of the municipality, they are subject to the penalties set forth in Section 27.

SECTION IX – TRANSITIONAL AND FINAL PROVISIONS

31. No Retroactive Effect

These regulations have no retroactive effect.

However, its provisions apply to contract award processes in progress at the time of its entry into force.

32. Replacement

This regulation replaces Regulation No. 22.

33. Entry into force

This regulation enters into force on the day of its publication.



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Karine Monger
Chief Administrative Officer and
Clerk-Treasurer

NOTICE OF MOTION: The
ADOPTED BYLAW: The
EFFECTIVE DATE: The
PUBLICATION: On



MRC du
Golfe-du-Saint-Laurent

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ANNEX I

DECLARATION BY THE BIDDER

I, the undersigned, hereby submit the attached bid or proposal (hereinafter the “Bid”) to

(Name of the recipient of the bid)

In response to Request for Proposals No.:

Issued by:

(Name of the municipality)

hereby declare the following and certify that these statements are true and complete in all respects.

I declare on behalf of

(Name of the bidder; hereinafter referred to as “the bidder”)

That:

1. I have read and understand the contents of this declaration;
2. I am aware that the attached bid may be disqualified if the statements contained in this declaration are not true or complete in all respects;
3. I understand that the contract, if awarded to me, may be terminated if the statements contained in this declaration are not true or complete in all respects;
4. All persons whose names appear on the attached bid have been authorized by the bidder to establish the terms and conditions set forth therein and to sign the bid on the bidder’s behalf;
5. Neither the bidder nor any of its representatives or employees has communicated or attempted to communicate with any member(s) of the selection committee for the purpose of exerting influence or obtaining information regarding a call for bids;
6. Its bid was prepared and submitted without any collusion, communication, agreement, or arrangement with any other bidder or person to agree on the prices to be submitted or to influence the prices submitted;
7. Neither the bidder nor any of its representatives or employees has engaged in any communication

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intended to influence the award of the contract **Check**

OR

7. That the bidder has made all registrations required by law in the Lobbyists' Registry; **Check**
8. That the following lobbying communications were made by the bidder, its representatives, or employees to municipal public officials within the six (6) months preceding the contract award process:

No

Yes

If you checked yes, provide details regarding the lobbying communications:

9. Neither the bidder nor any of its representatives or employees has engaged in intimidation, influence peddling, or corruption;
10. That the bidder has no family, financial, or other ties—either personally or through its directors, officers, shareholders, or partners—with a member of the municipal council or a municipal employee that could create the appearance of a conflict of interest; **Check**

OR

10. That the bidder has the following ties with a member of the municipal council or an employee of the municipality:

Name	Relationship



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Date

Name

Signature

APPENDIX II

DECLARATION BY A MEMBER OF A SELECTION COMMITTEE

I, the undersigned, a member of the selection committee for tender number _____, solemnly declare that I undertake to:

- i) maintain the confidentiality of the committee's deliberations;
- ii) avoid placing myself in a situation of conflict of interest or the appearance of a conflict of interest; if I do so, I will resign from my position as a committee member and disclose my interest;
- iii) evaluate all bids impartially and conduct an individual analysis of the compliant bids received prior to the committee's evaluation.

AND I HAVE SIGNED:

APPENDIX III

ANALYSIS FORM FOR SELECTING A PROCUREMENT METHOD

MUNICIPALITY'S NEED		
Subject of the Contract		
Specific objectives (desired savings, quality, environmental considerations, etc.)		
Estimated value of the expenditure (including renewal options)	Contract duration	
TARGET MARKET		
Target region	Number of known companies	
Is the participation of all known companies desirable?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If not, please explain		
Estimated cost of preparing a bid		
Other relevant information		
SELECTED PROCUREMENT METHOD		
Negotiated <input type="checkbox"/>	Invitation to bid <input type="checkbox"/>	
Request for quotation <input type="checkbox"/>	Open procedure <input type="checkbox"/>	
In the case of a contract awarded by mutual agreement, were the measures in the Contract Management Regulations to promote rotation taken into account?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, which measures are involved?		
If not, why is rotation not feasible?		
SIGNATURE OF THE PERSON IN CHARGE		
First name, last name	Signature	Date