

BY-LAW NO RCM-89-2022

BY-LAW CONCERNING CONTRACT MANAGEMENT

Notice of motion	February 21, 2022
Adoption	March 21, 2022
Coming into force	March 30, 2022

Meeting of the municipal council of the City of Dorval, held on March 30, 2022, at 8 p.m., Mayor Marc Doret presiding.

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WHEREAS every municipality must adopt a Contract Management by-law in compliance with article 573.3.1.2 of the *Cities and Towns Act* (CQLR c. C-19);

WHEREAS this obligation was introduced by article 74 of the *Act mainly to recognize that municipalities are local governments and to increase their autonomy and powers* 2017, chapter 13, assented to on June 16, 2017, and known as Bill 122;

WHEREAS the Contract Management Policy that had been adopted by the City of Dorval on December 13, 2010, and amended on August 18, 2014, has served as the Contract Management by-law since January 1, 2018, but no longer meets the requirements set out by law nor the needs of the City of Dorval;

WHEREAS the municipality's Contract Management by-law must also meet the new requirements of the *Act to establish a new development regime for the flood zones of lakes and watercourses, to temporarily grant municipalities powers enabling them to respond to certain needs and to amend various provisions* (2021, chapter 7), sanctioned on March 25, 2021, and known as Bill 67;

WHEREAS article 124 of this Act provides that for a period of three (3) years from June 25, 2021, municipalities must contain measures that promote Quebec goods and services as well as companies having an establishment in Quebec for any contract that involves an expenditure below the public tender threshold determined by the government under article 573.3.3.1.1 of the *Cities and Towns Act*;

The municipal council by the present by-law decrees and orders the following:

CHAPTER I

GENERAL PROVISIONS

The purpose of this by-law is to establish the modes of granting contracts awarded by the City which involve an expenditure below the threshold for public tenders set by the government, and to introduce measures intended to:

- a) Promote compliance with applicable laws aimed at combating bid rigging;
- b) Ensure compliance with the *Lobbying Transparency and Ethics Act* (chapter T-11.011) and the *Lobbyists' Code of Ethics* (chapter T-11.011, r. 2) adopted under this law;
- c) Prevent acts of intimidation, influence peddling or corruption;
- d) Prevent conflict of interest situations;

- e) Prevent any other situation that could compromise the impartiality and objectivity of the bid solicitation process and the management of the resulting contract;
- f) Oversee any decision to have the effect of authorizing the amendment of a contract;
- g) Encourage the rotation of potential co-contractors with regard to contracts which involve an expenditure of \$ 25,000 or more, but below the expenditure threshold of a contract which can only be awarded after a public call for tenders under article 573 of the *Cities and Towns Act* (CQLR, c. C-19) and which may be passed by mutual agreement under the rules adopted in application of this by-law.

CHAPTER II

DEFINITIONS

In this by-law, unless the context indicates otherwise, the following definitions apply:

"Co-contractor"	the person to whom a contract has been awarded and who has received notification thereof;
"Expense" :	the amount of the contract including applicable taxes;
"Director General":	the Director General of the City and, in the event of his absence, impediment or refusal to act or in the event of vacancies in this post, the director designated to replace him;
"Supplier":	a person who is able to offer goods or services or carry out work that meets the requirements and needs expressed by the City;
"Business ties":	<p>the following are deemed to have business ties:</p> <ul style="list-style-type: none"> i. A person able to influence the activities of another, that is that the relationship he has with the latter is such that he has the capacity to exercise, directly or indirectly, control or a significant influence on decisions relating to its financing or operation; ii. A natural person and a legal person of which at least 75% of the shares of its capital stock, issued and having full voting rights, are owned by this natural person; iii. Closely related legal persons or corporations.
"Family ties":	<p>the following are deemed to have family ties:</p> <ul style="list-style-type: none"> i. Natural persons, one of whom is, in relation to the other, an ascendant, a descendant, a brother or a sister; ii. Spouses; iii. Natural persons, one of whom is the son, daughter, father or mother of the other's spouse; iv. Natural persons, one of whom is the spouse of the other's son, daughter, father or mother.
"Administrative unit":	the administrative unit of the City which has operational responsibility for the contract in question;
"Submission":	a written document by which a natural or legal person commits to the City to sell, buy or rent a good or a service or to carry out work;
"Bidder":	a natural or legal person who submits a tender;
"City":	City of Dorval or any person authorized to act on its behalf.

CHAPTER III

APPLICATION

1. **Scope of the by-law**

This by-law applies to any contract involving an expenditure awarded or allocated by the City, with the exception of employment contracts. It also applies to any process related to the securing of a contract, as well as to any subcontract directly or indirectly related to such a contract, regardless of its value.

2. **Person responsible for the application**

Unless otherwise specified, the Director General is responsible for the application of this by-law.

CHAPTER IV

MEASURES TO PROMOTE COMPLIANCE WITH APPLICABLE LAWS INTENDED TO COMBAT BID RIGGING

3. **Denunciation of a situation of collusion, bid rigging, influence peddling, intimidation and corruption**

Any elected representative, public officer or employee of the City who is made aware of collusion, bid rigging, influence peddling, intimidation and/or corruption, or who witnesses such a situation must report it to the City Clerk, who informs the Director General. If the situation concerns this person, the situation is then reported to the Treasurer. The reception and follow-up of such a complaint must be carried out in such a way as to ensure confidentiality of the identity of the complainant, to the extent provided by law.

No person may take reprisals, or order that reprisals be taken, against an employee on the grounds that the employee has made a denunciation or has cooperated in good faith in an investigation of a denunciation. The following is deemed to be reprisals against an employee:

- a) Any disciplinary sanction imposed on the employee;
- b) Demotion;
- c) Dismissal;
- d) Any measure affecting the employee's employment or working conditions;
- e) Any threat to exercise the measures provided for in paragraphs a) to d).
The second paragraph does not prevent the City from suspending, dismissing or transferring an employee for just and sufficient cause, the proof of which is incumbent on the City.

4. **Confidentiality and discretion**

Elected officials, officials or employees of the City must, in any bidding or contract award process, exercise discretion and preserve the confidentiality of information which has come to their knowledge during the process. They must therefore refrain at all times from disclosing the names of potential or actual bidders until such bids have been opened.

5. **Confidentiality obligations of mandataries and consultants**

Where applicable, any mandatory or consultant appointed by the City to draft documents for a call for tender or to assist in such a process must preserve the confidentiality of their mandate, of all work carried out thereunder and of all information received in the course of its execution. To this end, the mandatory or consultant must

complete and sign a “*Confidentiality agreement for mandataries*” using the form attached in Appendix D.

When required in the context of the performance of the mandate, the mandatary or consultant may, with the written consent of the City, share information relating to the mandate. The person to whom the information is shared must comply with the provisions of this policy.

6. **Declaration by the bidder**

All bidders must enclose with their bid the “*Declaration by the Bidder*” form attached in Appendix A, duly completed and signed by an authorized representative, by which the bidder declares not to have acted against the *Competition Act* or any other law aimed at combating bid rigging, within the context of this bid. If the bidder is a consortium or a group of companies that is not legally organized (for example, a consortium created for a particular contract), each member thereof must present this declaration.

CHAPTER V

MEASURES TO ENSURE COMPLIANCE WITH THE LOBBYING TRANSPARENCY AND ETHICS ACT AND THE CODE OF CONDUCT FOR LOBBYISTS

7. **Verification of registration in the Register of lobbyists**

When a supplier communicates with one or more representatives of the City, such communication may constitute lobbying or a lobbying activity, governed by the *Lobbying Transparency and Ethics Act* (chapter T-11.011) or the *Code of Conduct for Lobbyists* (chapter T-11.011, r. 2).

Lobbying activities are communications aimed at influencing decisions that may affect the awarding of a contract following a call for tenders or negotiation by mutual agreement. They may also be communications made outside the public tender process, such as requests regarding modification of the tender documents or any other preliminary measure initiated by a company, concerning the technical content of such documents.

To ensure compliance with the provisions of the aforementioned Act or Code:

- a) The elected official or employee must verify if the person seeking to influence him (the lobbyist) is registered in the Register of lobbyists and whether this registration (indicating mandate and objects of the activities) faithfully reflects the lobbyist's activities carried out with the elected official or employee;
- b) In the event of non-compliance with the Act or the Code, including the refusal to be entered in the register, the elected representative or employee must notify the lobbyist, refrain from dealing with him, and must report any contravention of the Act or the Code to the Quebec Lobbyists Commissioner.

Notwithstanding the foregoing, the Act does not apply to the following activities:

- a) Representations made solely for the purpose of providing information about a product or service;
- b) The simple submission of a tender by a company following a public call for tenders;
- c) Submissions made in the context of the negotiation, subsequent to awarding of a contract, of conditions for performance of the contract;
- d) Submissions made in response to a written request from a representative of the City.

8. **Retention of information concerning communications of influence**

Elected officials, officials or employees of the City must keep all documents such as agendas, emails, records of telephone conversations, letters, minutes of meetings, presentation documents, offers of service, faxes, etc. relating to all communications of influence with them by a person, regardless of whether or not such documents are in paper or electronic format and whether or not this communication was made in accordance with the aforementioned Act or Code.

CHAPTER VI

**MEASURES TO PREVENT ACTS OF INTIMIDATION,
INFLUENCE PEDDLING OR CORRUPTION**

9. **Selection Committee**

A selection committee is required for any contract subject to a weighting grid, whether the weighting is required by law or if it is the option chosen by the administrative unit concerned. The Director General appoints the members of any selection committee, on the recommendation of the Material Resources Division, respecting the following rules:

- a) Give preference as far as possible to persons who have no hierarchical link between them;
- b) Avoid appointing a member of the municipal council;
- c) Ensure that the selection committee is composed of at least four (4) members, including three evaluating members, as well as a member acting as secretary;
- d) Members must be impartial and have no direct or indirect interest in the subject of the call for tender.

The secretary of a selection committee coordinates and supervises its work. The secretary ensures the rigour and transparency of the selection committee's preparation, management and follow-up. The secretary is not an evaluating member of the committee, does not have the right to vote in its deliberations, but supports the technical formulation of the committee's opinion. The secretary is responsible for liaison between the members of the selection committee and the employee responsible for the tender dossier within the administrative unit concerned. The secretary must preserve the confidentiality of the identity of the members of the selection committee.

A member of a selection committee may not disclose the mandate entrusted by the City. At all times, the secretary of the selection committee, all elected officials and all employees must maintain the confidentiality of the identity of the members of a selection committee. Each member of any selection committee must, before taking office, complete, sign and add to the tender file a "*Declaration of Interest and Confidentiality Undertaking – Undertaking of Selection Committee Member*" using the form attached in Appendix C.

10. **Declaration of absence of collusion and attempt to influence a selection committee**

Any bidder must confirm by means of the "*Declaration by the Bidder*" form attached in Appendix A, that to his knowledge and following serious verification, neither he, nor any employee, officer, director or shareholder of his company communicated nor attempted to communicate with a member of the selection committee, if any, in order to influence him or to obtain information relating to the call for tenders.

The bidder must also declare that he prepared his tender without collusion and without

having communicated or established any agreement or arrangement with a competitor.

He must also declare that there has been no understanding or arrangement with a competitor with respect to prices, methods, factors or formulas for establishing prices, the decision to submit or not to submit a bid, to the presentation of a tender that does not meet the specifications of the call for tenders, directly or indirectly, before the earlier of the following dates: either the time of the official opening of the tenders or of the adjudication of the contract.

Failure to produce this declaration will result in rejection of the tender when the process used is a call for public tender or by written invitation. If the process used is the request for quote, failure to file this declaration will not result in the rejection of the offer as long as the declaration is provided within 24 hours of receipt of the service offer.

11. **Benefits to an elected official, official, employee or member of a selection committee**

It is strictly forbidden for a bidder, supplier or buyer to make offers, donations, payments, gifts, remuneration or any other benefit to an elected official, official or employee, or member of a selection committee.

12. **Exceptions relating to donations and other benefits**

Notwithstanding Article 11, an elected official, official or employee of the City may:

- a) Attend an event sponsored by a company, a current or potential supplier to the City, where several representatives of public or municipal bodies or any group of them are invited;
- b) Represent the City in an activity at which current or potential suppliers of the City are present when the cost associated with their participation is borne by the City.

13. **Grounds for nonparticipation**

In the event that only one tender is received, the Material Resources Division will be asked to document in writing the reasons for withdrawal or nonparticipation of a potential bidder to explain, as much as possible, the reasons for this situation.

14. **Conviction**

Any bidder must declare a conviction or guilty plea to the effect that he has prepared a tender in collusion, communication, agreement or arrangement with a competitor which is sanctioned by ineligibility to bid on a call for tenders or to obtain a contract with the municipality for five (5) years.

15. **Large price difference**

The Material Resources Division or the head of the administrative unit issuing the call for tenders shall document in writing any situation in which the lowest compliant price submitted deviates from the City estimate by plus or minus 20%.

16. **Site visit**

In exceptional cases where a site visit or information meeting is necessary, the head of the designated administrative unit individually invites each of the bidders to participate in a visit or an information meeting, by adjusting the schedule so as to avoid the bidder's meeting, all in compliance with the provisions on the non-disclosure of the identity of bidders.

Questions and answers that may shed light on the tender documents are sent to all

those who requested a copy of the tender documents. However, if a question results in a modification of the requirements of the quote, the answer is presented in the form of an addendum.

CHAPTER VII

MEASURES TO PREVENT CONFLICT OF INTEREST SITUATIONS

17. **Declaration of interest of municipal officials or employees**

When an official or employee has family ties, business ties or pecuniary interests giving the appearance of a conflict of interest with a bidder following the opening of tenders or the awarding of a contract, he must declare it by completing the form attached in Appendix C.

18. **Declaration of interest of the bidder**

Any bidder must declare by means of the “Declaration of the Bidder” form attached in Appendix A, whether he has personally, or through his directors, shareholders or managers, any family and/or financial ties, whether directly or indirectly, with members of the council, officials or employees of the municipality.

CHAPTER VIII

MEASURES TO PREVENT OTHER SITUATIONS LIABLE TO COMPROMISE IMPARTIALITY AND OBJECTIVITY OF THE TENDER PROCESS AND MANAGEMENT OF THE RESULTING CONTRACT

19. **Loyalty**

Any elected official, official or employee must refrain at all times from using their functions to promote the award of a contract in favour of a particular bidder.

20. **Prohibition to provide information**

City officials, officials or employees are prohibited from responding to any request for clarification from a bidder relating to a call for tenders other than by referring the request to the Material Resources Division.

21. **Respect for the decision-making process**

No employee may:

- a) Disclose the name of a prospective or actual bidder until all the bids have been opened;
- b) Communicate with a bidder between the time the bids are opened and the time they are rejected or the contract is awarded, unless extraordinary circumstances so warrant, in which case, communication must be made through an employee of the Material Resources Division and/or an employee of the relevant administrative unit.

CHAPTER IX

MEASURES TO GOVERN ANY DECISION-MAKING PROCESS THAT HAS THE EFFECT OF AUTHORIZING A CONTRACT AMENDMENT

22. **Principle**

A contract awarded following a call for tenders cannot be modified, except in the case where the amendment constitutes an accessory to it and does not alter its nature.

Non-modification of the contract is the rule, changing it is the exception.

To avoid subsequent amendments to a contract awarded following a call for tender, the Material Resources Division, in cooperation with the municipal official or employee responsible for the tender must, insofar as possible, provide for the time needed to plan ahead and describe the need as precisely as possible.

23. **Amendment of supply and service contracts**

Any amendment to a contract must first be subjected to a rigorous and documented analysis, taking into account the factors set out in Article 24 of this by-law.

24. **Accessory nature of an amendment**

To establish the accessory nature of an amendment, the City shall consider in particular the following factors:

- a) The contract is a fixed price or unit price;
- b) The execution of the initial contract becomes impracticable, impossible, unachievable, or unenforceable unless it is amended;
- c) The goods, services or work subject to the amendment could foreseeably have been included in the original contract;
- d) The cost of the amendment in relation to the value of the awarded contract;
- e) The site where the additional work will be performed or the nature of the additional goods required;
- f) The context of execution of the additional work;
- g) The methods, practices, parts, accessories, tools or materials required to perform the work affected by the amendment;
- h) The evaluation made in committee.

25. **Process for approving a contract amendment**

Unless there is a contract-specific delegation of expenditure authorized by City Council resolution, the process for approving contract changes is as follows:

- a) Cost overrun of less than \$500: A request for payment may be approved by the Director of the department concerned if the additional expense does not result in a change in the decision-making level that authorized the initial contract under the *Municipal Council Internal By-law on the Delegation of Powers to Officials and Employees*;
- b) Cost overrun greater than \$500 but less than \$15,000: A delegated decision-making file must be submitted to the Director General if the additional expense does not result in a change in the decision-making level that authorized the initial contract under the *Municipal Council Internal By-law on the Delegation of Powers to Officials and Employees*;
- c) Cost overrun of \$15,000 and more: A decision-making file must be submitted to the City Council.

CHAPTER X

METHODS OF SOLICITING TENDERS AND AWARDING CONTRACTS

26. **Contracts involving an expenditure of less than \$40,000 including taxes**

A contract involving an expenditure of less than \$40,000 may be awarded using the

following competitive mechanisms:

- I. Informal price request: The process of requesting prices from at least two suppliers or contractors, either verbally or in writing. In all cases the process must be documented;
- II. Written price request: process whereby at least two suppliers or contractors are invited to submit a quotation in writing. The City determines the terms and conditions for communicating the request for a price as well as the procedure for submitting and opening bids and mentions it in the request.

The City may also enter into such contracts by mutual agreement in the following cases:

- a) A documented analysis by the Director of the service or the Head of the administrative unit concerned, by means of the form attached in Appendix E, showing that a mutual agreement contract is justified for reasons of effectiveness and operational efficiency and that the terms of said contract would be particularly advantageous for the City;
- b) One of the exceptions provided for in article 573.3 of the *Cities and Towns Act* or another law or by-law is applicable;
- c) A notice of interest demonstrates that the City is dealing with a sole source.

27. **Contracts involving an expenditure of at least \$40,000 but below the threshold determined by the government requiring a public call for tenders, including taxes**

Subject to the exceptions provided for in the second paragraph of article 26 or a request for an exemption provided for in article 30 of this by-law, a contract involving an expenditure of at least \$40,000 but below the threshold determined by the government requiring a public call for tenders, including taxes, must be subject to one of the following competitive mechanisms, and the call for tenders must specify the contract award method chosen by the City:

- I. Written price request: process whereby at least two suppliers or contractors are invited to submit a quotation in writing. The City determines the terms and conditions for communicating the request for a price as well as the procedure for submitting and opening bids and mentions it in the request.
- II. Simplified public call for tenders: call for tenders by means of a public call for tenders, in which the publication methods, bidding period and conditions for opening of bids are streamlined and established in the call for tenders.

28. **Method of awarding contracts**

For the purposes of this section, the following methods of awarding contracts apply:

- a) Best quality: contract awarded to the bidder offering the highest final score following a quality assessment, with or without price;
- b) Lowest price: contract awarded on the basis of the lowest price.

29. **Determination of the lowest price**

For the purposes of determining the lowest price, the City may:

- a) Provide for the possibility of awarding more than one contract following the same bid solicitation;
- b) Provide that the lowest bid price be determined taking into account the total acquisition cost, which must be based on quantifiable and measurable elements

identified prior to the call for tenders. The total cost of acquisition includes additional costs not included in the tendered price submitted that the City would have to assume during the useful life of the goods or services acquired, including specifically installation, maintenance, support and training costs, as well as the costs of any other element considered relevant in relation to the procurement requirement.

30. **Request for exemption from the obligation to solicit bids for a contract of at least \$40,000 but below the threshold for public tendering**

Based on in-depth and documented analysis by the director of the service or the head of the administrative unit concerned supporting an exemption from the competitive tendering procedure, the City Council may authorize a contract by mutual agreement without solicitation of tenders for reasons deemed in the best interests of the City from an overall perspective and basing the decision on the following criteria:

- a) The nature of the contract is such that a solicitation of tenders would not serve the public interest (legal services, financial or banking services, advertising or promotion campaign, products or equipment in the field of information technology, etc.);
- b) The purpose of the contract is the repair of municipal equipment for which the breakage, malfunction or dismantling required to assess the repair cost would result in the costs and delays associated with the competitive process that would not serve the best interests of the City and prevent it from ensuring the continuity of operations and providing the normal delivery of services;
- c) The contract covers the acquisition of goods or services offered by the *Centre de services partagés du Québec* or other organizations such as the *Centre d'acquisitions gouvernementales* assigned to this service;
- d) Objectives unrelated to price, including sustainable development or the social economy, are covered by the contract;
- e) The degree of expertise of the supplier in the specific field and/or its ability and availability to execute the contract within the required timeframe are of major importance to ensure the efficiency and effectiveness of the operations of the City.

31. **Rotation among suppliers or contractors**

The City must aim for the participation in the tender process of the greatest number of companies from among those able to meet its requirements by promoting rotation among potential contracting parties. A database of suppliers and contractors may be maintained for this purpose to facilitate the identification of potential suppliers. However, rotation of suppliers must not be detrimental to sound public expenditure management. Criteria such as the ability and availability of the supplier to execute the contract, expertise in the execution of similar contracts and previous experiences within the City are factors that may be taken into account in the final choice of the supplier or contractor.

32. **Quebec goods and suppliers**

In accordance with article 124 of the *Act to establish a new development regime for the flood zones of lakes and watercourses, to temporarily grant municipalities powers enabling them to respond to certain needs and to amend various provisions* (SQ 2021, chapter 7), this provision will remain in effect for a period of three (3) years, until June 25, 2024.

Without limiting the principles and measures set out with regard to supplier rotation provided for in this by-law and subject to reasons of sound management, in the context of awarding any contract which involves an expenditure below the decreed threshold for a public call for tenders, the City promotes Quebec goods and services as well as suppliers, insurers and contractors having an establishment in Quebec.

An establishment in Quebec, within the meaning of this article, is any place where a supplier, an insurer or a contractor carries out his activities on a permanent basis which is clearly identified with his name and accessible during normal office hours. Quebec goods and services are goods and services for which the majority of their design, manufacture, assembly and production is done from an establishment located in Quebec.

The City may award a contract by mutual agreement to a provider established in the territory of the municipality who has not submitted the lowest price, provided that its service offer is of at least equivalent quality and that its tender does not exceed 10 % of the best price obtained from a provider established outside the territory of the municipality.

33. **Contracts involving an expenditure exceeding the threshold for a public call for tenders**

Subject to specific provisions provided for in another law or by-law, contracts involving an expenditure greater than the threshold for a public call for tenders are governed by the *Cities and Towns Act* (CQLR, c. C-19). These contracts can only be awarded following a public call for tenders. These contracts are awarded to the lowest conforming bidder or to the bidder having obtained the highest score when a bid weighting and evaluation system is used, subject to the exceptions set forth in the *Cities and Towns Act* (CQLR, c. C-19).

34. **Authorization and conclusion of contracts**

Contracts are approved by the decision-making authority with the power to approve them according to the *Règlement intérieur du conseil municipal sur la délégation de pouvoirs aux fonctionnaires et employés* of the City of Dorval (RCM-3-2005).

CHAPTER XI

SUPPLIER PERFORMANCE EVALUATION

35. **Performance evaluation**

The City may conduct a formal performance evaluation of a contracting party whose performance is considered unsatisfactory by following the procedure provided for in its *Politique d'évaluation de rendement des fournisseurs* adopted in its most recent version on January 21, 2019. Suppliers who are the object of such an unsatisfactory performance evaluation according to the rules provided for in the procedure are then subject to the restrictions provided for therein.

CHAPTER XII

SANCTIONS

36. **Elected official**

An elected official who contravenes this by-law is liable to the penalties provided for in article 573.3.4 of the *Cities and Towns Act* (CQLR, c. C-19).

37. **Employee**

An employee who contravenes any provision of this by-law is liable to disciplinary sanctions determined in accordance with the principle of the gradation of sanctions and according to the gravity of the violation.

A violation of this by-law by an employee may lead to a suspension without pay or to dismissal.

38. **Bidder**

The City may reject the tender of a bidder who has directly or indirectly contravened its obligations under this by-law, if the City considers the seriousness of the alleged violation warrants such a course of action.

In the event of non-compliance with the *Lobbying Transparency and Ethics Act* (CQLR, c. T-11.011), the *Code of Conduct for Lobbyists* (chapter T-11.011, r. 2) or with notices issued by the Quebec Lobbyists Commissioner, the City may reject a bid, refuse to enter into a contract or to terminate a contract, if the non-compliance is discovered after the contract has been awarded.

39. **Co-contractor or supplier**

In addition to any penalty it may impose on it under the contract binding them, the City may unilaterally terminate the contract binding it to a co-contractor or to a supplier who contravenes this by-law.

40. **Member of a selection committee**

In addition to any other applicable sanction, a member of a selection committee who contravenes this by-law is automatically excluded from the committee.

41. **Contract award process after entry into force**

This by-law applies to any contract for which the award process was started after the date of entry into force of this by-law.

42. **Periodic report**

The Director General or a designated director must, no later than the July meeting and the meeting held in January, report to the municipal council on the application of the provisions of this by-law for the 6-month period preceding the meeting.

43. **Appendices**

Appendices A to E form an integral part of this by-law as if they were reproduced herein in full.

44. **Entry into force**

The present by-law repeals and replaces the City of Dorval's *Contract Management Policy* which was adopted in 2010 and revised in 2014 and comes into force in accordance to law.

MAYOR

ASSISTANT CITY CLERK

APPENDIX A

DECLARATION BY THE BIDDER

I, the undersigned, submitting the attached tender or offer (hereinafter the "Bid") to the:
CITY OF DORVAL
for:

(name and number of the bid)

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 the "Bidder")

that to the best of my knowledge, neither I nor any employee, officer, director or shareholder of the company: (check appropriate boxes)

- ☐ Had, when submitting this tender, family, financial or other ties likely to create an appearance of conflict of interest, directly or indirectly, with one or more elected officials, officials or employees of the City;
If such exist, the relationship(s) is (are) as follows:

Specify: _____

- ☐ Has influenced or otherwise participated in the preparation of the estimate or the specifications or standards in the hope of receiving special consideration or limiting competition;
- ☐ Has attempted, during the call for tenders process, to communicate with elected officials, officials or employees of the City involved in this process, including members of a selection committee, if applicable, in order to influence them in their judgment, evaluation and recommendation for awarding the contract that is the subject of this process;
- ☐ Has violated any of the requirements set out in any of the laws applicable and in the Contract Management by-law of the City;
- ☐ Has colluded, communicated or entered into any agreement or arrangement with a competitor or a third party with respect to the prices, methods, factors or formulas used to establish the prices, nor with respect to the decision whether or not to present a bid that does not meet the specifications of the call for tenders;
- ☐ Has been convicted, in the five years preceding the call for tenders, of an offense under the *Competition Act* or any other law aimed at countering bid-rigging, or for an act of collusion, a fraudulent maneuver or other similar act;
- ☐ Has had any influential communications contrary to this by-law and to the *Lobbying Transparency and Ethics Act* (CQLR c. T-11.01), the *Code of Conduct for Lobbyists* and the notices of the Lobbying Commissioner;
- ☐ Has used the services of a person who participated in the development of the call for tenders for which he is bidding, or in the preparation of the contract to be awarded.

I acknowledge:

- ☐ that I have read and understood the content of this declaration;
- ☐ that the attached bid will be rejected if my declaration is false or if I refuse to sign it;
- ☐ that if the City discovers that in the course of the preparation of the tender and despite this declaration, there has been collusion or, as the case may be, conviction under the *Competition Act*, the contract which may have been awarded to the bidder in ignorance of this fact will be terminated and legal action for damages may be brought against the bidder and any party to the collusion.

And I signed:

Name _____

Signature of the person authorized by the bidder Date

APPENDIX B

DECLARATION OF INTEREST FROM AN OFFICIAL OR EMPLOYEE

I, the undersigned, _____
(name)

in my capacity as _____
(enter the position held within the City)

hereby declare that:

Check one of the following two boxes:

I have pecuniary interests in the legal person, company or business that may be a bidder or supplier to the City or which is the bidder to the City as part of the call for tenders process **below**;

I have business or family ties with a legal person, company or **business** that may be a bidder or supplier to the City, or who is a bidder to the City as part of the **call for tenders** below.

If you checked one of the two previous boxes, check one of the following two boxes:

I declare that my participation in a **bidding** process or in the award of a contract for the City involving this legal person, company or **business** does not have the effect of creating a potential situation of conflict of interest;

I declare that my participation in the **bidding** process or in the award of the contract is likely to create a potential conflict of interest situation.

Name and number of the call for tenders

Company name and description of the conflict of interest:

(Name and signature of official or employee) (Date)

APPENDIX C

STATEMENT BY MEMBERS AND SECRETARY OF THE SELECTION COMMITTEE

I, the undersigned, _____ Member or Secretary

of the Selection Committee duly appointed to this position by the **Director General** for:

(name and number of the call to tender)

In order to carry out the qualitative evaluation of bids in the **above**-mentioned call for tenders (Committee members):

OR

In order to assist, as defined in the Contract Management By-law of the City, the Selection Committee in the exercise of its assigned tasks in the context of the aforementioned call for tenders (Secretary of the committee):

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

- 1. I have read and understand the contents of this statement;
- 2. I undertake, in the exercise of the office entrusted to me, to judge the offers presented by the bidders without partiality, favor or consideration, in an ethical manner;
(for committee members only)
- 3. I also undertake to carry out an individual analysis of the quality of each of the compliant bids received, **prior** to the evaluation by the selection committee;
(for committee members only)
- 4. I undertake not to divulge under any circumstances the mandate entrusted to me by the City and to keep secret the deliberations carried out in committee;
- 5. I declare that I will take all appropriate precautions to avoid placing myself in a potential conflict of interest situation and ensure that I have no direct or indirect interest in the call for tenders, failing this, I formally undertake to disclose my interest and to end my mandate.

(Name, signature and position held by the person making the declaration) (Date)

DECLARATION OF INTEREST

TO BE COMPLETED AS SOON AS A SITUATION OF CONFLICT OF INTEREST OR APPEARANCE OF CONFLICT OF INTEREST IS NOTED BEFORE OR AFTER THE LAUNCH OF A CALL FOR TENDERS OR DURING THE ANALYSIS OF BIDS

I have pecuniary interests in the legal person, company or business that is a bidder to the City as part of the call for tenders process below;

I have business or family ties with the legal person, company or business that may be or is a bidder to the City as part of the call for tenders process below.

(name and number of the call to tender)

Description of the conflict of interest:

(Name, signature and position held by the person making the declaration) (Date)

APPENDIX D
CONFIDENTIALITY AGREEMENT FOR MANDATARIES

PREAMBLE

Considering that, under the *Cities and Towns Act* and the Contract Management By-law adopted by resolution of the municipal council, the City must, in the development of the award and management process for contracts that it grants or concludes, maintain confidentiality of certain information;

Considering that, on the date of _____, a service contract (or other type of contract) was entrusted to me by the City of Dorval in order to draw up tender documents and/or to assist in this process (or other type of mandate);

Considering that, within the context of my contract executed on behalf of the City, I am likely to have access to, become aware of, use and create various elements of information of a confidential nature and for which the City must maintain confidentiality under the law; and

Considering that the City agrees to disclose to me various elements of information of a confidential nature, and that I agree to have access to, become aware of, use and create various elements of information of a confidential nature, under the terms provided in this undertaking.

Name and number of the call to tender

Mandate title

I, the undersigned, _____
(name)

exercising my functions within _____ formally declare the following:
(name of the mandatary company)

1. I am an employee of this company, which was invited to participate in the above-mentioned mandate, on behalf of the City of Dorval (hereinafter referred to as “the City”);
2. For the purposes of the services required, I declare that I have no interest, direct or indirect, pecuniary or otherwise, in any of the matters or subjects concerning, directly or indirectly, the object of the mandate entrusted to me; I undertake to avoid any situation likely to affect my ability to carry out the proposed mandate in a fully independent manner and, if necessary, to advise without delay the designated representatives of the City of any change in this regard;
3. I undertake that, without time limit, I will maintain the strictest secrecy and will not disclose or allow to be disclosed to any person, any information or document in any form whatsoever, that has been communicated to me or of which I will become aware during the mandate entrusted to me;
4. I further undertake, without time limit, that I will not use such information or document for any purpose other than in connection with the pre-contractual and contractual dealings, as the case may be, maintained between my employer and the City;
5. I undertake to return to the City, upon request, all documents or copies of documents obtained in connection with the mandate;
6. I undertake, without time limit, to take the necessary measures to ensure that this undertaking is respected and to provide security measures to control access, use and destruction of information or documents provided to me by the City;
7. I have been advised that failure by the undersigned to comply with any provision of this confidentiality agreement exposes me or my employer to appropriate recourse in order to compensate or indemnify the prejudice caused thereby, including termination of the contract concluded with the City, imposition of the penalty provided for in said contract and removal of my employer's name from the list of suppliers of the City for a maximum period of five (5) years;
8. I confirm that I have read the terms of this undertaking and understood its full scope.

Signature of mandatary

Date

APPENDIX E

ANALYSIS FORM FOR AWARDING A CONTRACT
AND CONTRACTUAL STRATEGY

THIS FORM MUST BE COMPLETED AND SIGNED BY THE PERSON IN CHARGE OF THE FILE AND BY A REPRESENTATIVE OF THE MATERIAL RESOURCES DIVISION, FOR EVERY CONTRACT SUBMITTED TO THE APPROVAL OF THE MUNICIPAL COUNCIL

1. Subject of the contract to be awarded

2. Definition of requirements (attach document if required)

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3. Specific objectives (optional)

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4. Duration of the contract (firm years and renewal options if applicable)

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5. Cost estimate, including taxes and renewal options

--

6. Name(s) of supplier (s) to whom a contract of the same nature has previously been awarded

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7. Potential suppliers with an establishment in Quebec

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8. Choice of contract award method

a) Contract involving an expenditure of less than \$40,000 including taxes

- ☐ Informal price requests from _____ suppliers (at least two)
- ☐ Written price request by invitation from _____ suppliers (at least two)

Choice of the supplier and justification

- ☐ Contract of mutual agreement to the supplier _____

Indicate the reason(s) justifying that this contract be awarded by mutual agreement without soliciting bids from other suppliers.

- ☐ The contract is covered by one of the exceptions provided for in article 573.3 of the CTA
Specify: _____

- ☐ A notice of interest shows that the City is dealing with a sole supplier;

- ☐ The terms of the mutual agreement contract with this supplier would be particularly advantageous for the City for reasons of efficiency and effectiveness of operations and for reasons of sound management. Specify:

- ☐ Is supplier rotation ensured? If not, explain the reasons:

b) Contract involving an expenditure = > \$40,000 < and the public tender threshold

- ☐ Written price request by invitation from _____ suppliers (at least two)
- ☐ Simplified public invitation to tender according to Article 27 b) of the present by-law

Choice of the supplier and justification

- ☐ Mutual agreement contract with company _____

Indicate the reason(s) justifying that this contract be awarded by mutual agreement without soliciting bids from other suppliers.

- ☐ The contract is covered by one of the exceptions provided for in article 573.3 of the CTA or another law or by-law. Specify: _____
- ☐ A notice of interest shows that the City is dealing with a sole supplier;
- ☐ I request an exemption from the competition procedure for one or one of the reasons provided for in Article 30 of this by-law. Specify:

c) **Contract involving an expenditure > the public tender threshold**

- ☐ Mandatory public bidding in accordance with the regulation set in the *Cities and Towns Act*.

Choice of the supplier and justification

<div>_____</div> <div>Person in charge of the file</div> <div>Date:</div>	<div>_____</div> <div>Material Resources Division Representative</div> <div>Date:</div>
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