

CANADA
PROVINCE OF QUEBEC
COUNTY OF ARGENTEUIL
MUNICIPALITY OF THE TOWNSHIP OF GORE

BY-LAW NUMBER 280

ON CONTRACT MANAGEMENT

WHEREAS section 8 of the *Act respecting contracting by public bodies*, CQLR c. C-65.01 (hereinafter the “Act”) requires municipalities to adopt a by-law on contract management.

WHEREAS the Municipality wishes, as permitted by section 9 of the Act, to provide for rules for the awarding of contracts that involve an expenditure of at least \$25,000, but below the threshold of the expenditure of a contract that can only be awarded after a call for tenders by open procedure under section 29 of the Act.

WHEREAS as a result, sections 30 and 80 of the Act no longer apply to these contracts as of the coming into force of this by-law.

WHEREAS this by-law meets the objective of transparency and sound management of public funds.

WHEREAS a notice of motion was given and a draft by-law was tabled at the May 4, 2026, council meeting.

WHEREAS the Mayor mentions that the purpose of this by-law is to provide for measures relating to contract management for any contract that will be entered into by the Municipality, including certain rules for the awarding of contracts that involve an expenditure of at least \$25,000, but below the threshold for the expenditure of a contract that can only be awarded after a call for tenders by open procedure under section 29 of the Act, this threshold being, since January 1, 2026, \$139,000, and which will be adjusted for inflation.

WHEREAS a copy of the by-law was given to the members of council 72 hours prior to the meeting where this by-law is presented for adoption.

WHEREAS copies of the by-law were made available to the public at the beginning of the meeting.

CONSEQUENTLY,

IT IS **MOVED** BY: Councillor Anselmo Marandola

SECONDED BY: Councillor Shirley Roy

AND **RESOLVED** unanimously by Councillors (6):

THAT this by-law be adopted as follows.

SECTION I

APPLICATION AND SCOPE OF THE TYPES OF CONTRACTS COVERED

1. Purpose of the by-law

This by-law applies to all contracts awarded by the municipality, regardless of the method used to award the contract or its cost.

2. Scope of by-law in relation to municipality

The by-law binds the municipality, its council, the members of its council and its employees to it, and they must comply with it in the performance of their duties.

It is deemed to be part of the employment contract between the employees and the municipality.

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

All bidders, whether or not they are selected by the municipality, as well as agents, contractors and consultants retained by the municipality, must comply with this by-law.

It is deemed to be part of any tender document and any contract awarded by the municipality.

Failure to comply with this by-law by the people 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, words and expressions used in this by-law have the following meanings:

- « *Contractor* »: Any bidder who has been awarded a contract following a call for tenders' process.
- « Call for tenders »: An open or invitational call for tenders required by sections 29 or 30 of the Act. Excluded from the expression "call for tenders" are requests for prices made where no call for tenders is required by law or by this by-law.

- « *Contract* » : In the context of a call for tenders, all documents used in this process and including, without limiting the generality of the foregoing, any notice to the bidder, specifications, general and special conditions, tender form, addendum, resolution of the council awarding the contract, as well as this by-law.
- In the context of a contract by mutual agreement, any written agreement describing the conditions between a supplier and the municipality with respect to the purchase, lease of goods or the provision of a service from which a monetary obligation arises, as well as any document complementary to the contract, including this by-law; the contract may take the form of a purchase order.
- « Contract awarded by mutual agreement » : A contract entered into using a process other than a call for tenders process.
- « *Cost overruns* » : Any costs additional to the initial cost of the contract submitted by a bidder or supplier.
- « *Sustainability* » : Defined as 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 environmental, social and economic dimensions of development activities.
- « *Employee* » : Any person who has a contract of employment with the municipality, including an officer, chief administrative officer, or other paid holder of a municipal office, other than a member of council.
- « *Bidder* » : Any person who submits a bid during a bidding process.

SECTION III

GENERAL CONSIDERATIONS IN THE AWARDING OF CONTRACTS

5. Consolidated purchases

The municipality may work with other municipalities to implement a consolidated purchasing system for the acquisition of goods and services.

When such a system is in place and the context is suitable, the municipality prioritizes this practice in the awarding of its contracts.

SECTION IV

RULES APPLICABLE TO CONTRACTS AWARDED BY MUTUAL AGREEMENT

6. Fair treatment

When it comes to contracts by mutual agreement, municipal employees must ensure fair treatment of all suppliers.

7. Rules applicable to contracts over \$25,000 or more, but below the statutory threshold

The municipality may award a contract by mutual agreement for an expenditure of at least \$25,000 but below the threshold established by regulation made under section 29 of the Act.

8. Measures to promote the rotation of contracting parties – principles

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

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

9. Measures to promote the rotation of contracting parties – measures

For the purpose of ensuring the implementation of the rotation provided for in section 8, the Municipality shall, to the extent possible and in exceptional circumstances, apply the following measures:

- a) Potential suppliers are identified before awarding the contract. If the territory of the Municipality has more than one supplier, this identification may be limited to the latter territory or, as the case may be, the territory of the MRC or any other geographical region that will be deemed relevant given the nature of the contract to be entered into;
- b) Once the suppliers have been identified and taking into account the principles listed in section 8, rotation among them must be encouraged, unless there are reasons related to sound administration;
- c) the Municipality may issue a call for interest to identify suppliers likely to meet its needs;
- d) unless there are special circumstances, the person in charge of managing the contract completes, as far as possible, the analysis form found in Appendix III;
- 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, if any, must be encouraged, subject to the provisions of paragraph b) of this section.

10. Measures to promote Québec and Canadian goods and services

- 10.1. For the purposes of entering into any contract that involves an expenditure below the threshold of the expenditure of a contract that can only be awarded after an application by open public tender, the municipality shall favour Québec or other Canadian goods and services and suppliers, insurers and contractors who have an establishment in Québec or elsewhere in Canada.

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

- To the extent possible, identifies Quebec or other Canadian goods and services and suppliers, insurers and contractors who have an establishment in Quebec or elsewhere in Canada;
- Prepares a list of these identified suppliers and companies;
- Allows any supplier and any company with an establishment in Québec to request that its name be added to the list of identified suppliers and businesses.

- 10.2. In awarding a contract referred to in this Division, the municipality shall give preference to the awarding of a contract to Québec or Canadian suppliers, as well as to enterprises that have an establishment in Québec or otherwise in Canada, even if this involves an additional cost, provided that the additional cost remains reasonable in light of the market price.

- 10.3. The term "Suppliers, insurers and contractors who have an establishment in Québec or elsewhere in Canada" is defined as a place where a supplier, insurer or contractor carries on its activities on a permanent basis and which is clearly identified in its name and accessible during normal business hours.
- 10.4. The term "Québec goods and services" means goods and services for which the majority of their design, manufacture, assembly or production is made for the most part from an establishment located in Québec or otherwise in Canada.

11. Measures to promote sustainable development

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

12. Contract with a Council Member, Public Servant or Employee

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

SECTION V

RULES APPLICABLE TO CALLS FOR TENDERS

13. Availability of tender documents

For all contracts involving an expenditure greater than or equal to the threshold established by a regulation made under the first paragraph of section 29 of the Act, the municipality shall sell its call for tenders documents on the Government-approved Electronic Tendering System (SEAO) under the *Act respecting contracting by public bodies*, CQLR c. C-65.1.

14. Appointment and composition of selection committees

The council delegates to the General Manager the authority to form a selection committee provided for in sections 55 and 69 of the Act in all cases where such a committee is required by law.

A selection committee must be composed of at least three members, other than members of council.

A member of council, an officer or an employee may not disclose any information that would identify a person as a member of a selection committee.

15. Tasks of the Selection Committees

The following tasks are the responsibility of the selection committees:

- a) submit to the General Manager an affidavit, in the form set out in Annex II to this by-law, to be renewed annually and signed by each member of the committee, solemnly affirming that they:
 - i. maintain the secrecy of the committee's deliberations;
 - ii. avoid placing themselves in a situation of conflict of interest or the appearance of a conflict of interest, failing which they will resign from their mandate as a member of the committee and denounce the interest;
 - iii. judge all submissions without bias and conduct an individual analysis of the compliant submissions received prior to committee evaluation;
- b) evaluate each bid independently of each other, without knowing the price and without comparing them with each other;
- c) assign each bid a number of points for each weighting criterion;
- d) Sign the evaluation in committee after deliberation and consensus.

Any selection committee must also conduct its evaluation in accordance with all applicable provisions of the Act and the principle of equality between bidders.

16. Remuneration of external members

Members of the selection committee are not remunerated.

However, when the member is not an employee of the municipality, he or she is entitled, for the mandate, to the most advantageous remuneration between:

- an amount equivalent to his or her regular hourly rate, calculated based on the hours devoted to the mandate;
- a lump sum of \$200 per mandate.

When the member is not an employee of the municipality, he or she is entitled to reimbursement of his or her expenses as provided for in the current employee handbook.

17. Secretary of the Selection Committee

For each selection committee, the General Manager appoints a secretary whose role is to supervise and assist the committee in the analysis of the submissions.

The Secretary shall attend the deliberations of the Committee, but shall not have voting rights.

18. Information officer responsible for the call for tenders

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

A bidder may not at any time solicit any person other than this information officer.

The information officer ensures that all bidders have the same information and acts in a neutral, consistent, impartial manner and without favouritism.

19. Site visit

No site visit shall take place, unless it concerns the repair of an existing structure and this visit is necessary so that potential bidders can become aware of information that cannot be transmitted in the tender documents.

This visit can only take place individually and by appointment, in the presence of the person responsible for the call for tenders, who will record in writing all the questions asked and send the answers to all the tenderers in the form of an addendum.

SECTION VI

MEASURES APPLICABLE TO BIDDERS

20. Bidder's declaration

All bidders must attach the following declarations to their bid:

- a. a statement that neither the Selection Committee nor any of its representatives has communicated or attempted to communicate with any member or members of the Selection Committee for the purpose of influencing or obtaining information in connection with a call for tenders;
- b. a statement that its bid was prepared and filed without collusion, communication, agreement or arrangement with any other bidder or person to agree on the prices to be submitted or to influence the prices bid;
- c. a statement attesting that neither the employer nor any of its representatives or employees engaged in any communication of influence for the purpose of obtaining the contract, or, if such communication of influence took place, attach to its submission a declaration to the effect that any registration required by law in the Registry of Lobbyists has been made;
- d. if other communications of influence have been made to public office holders of the municipality in the six (6) months preceding the contract award process, a statement disclosing the purpose of such communications;
- e. a statement that neither the employee nor any of its representatives or employees engaged in intimidation, influence peddling or corruption;
- f. A statement indicating whether the person has a family, financial or other relationship, either personally or through its directors, officers, shareholders or associates, with a member of council or an employee, that creates an appearance of a conflict of interest.

21. Form of declarations

These declarations must be made on the form in Annex I to this by-law.

22. Prohibition of donations, hospitality, remuneration and benefits

No bidder or contractor may offer or make any gift, hospitality, remuneration or other benefit to any member of council, an employee of the municipality or a member of the selection committee.

This prohibition does not apply to gifts offered to all participants or randomly drawn at a public event accessible to all citizens and organized by the municipality for the purpose of helping a charity or a community organization.

23. Lobbying

No bidder or contractor shall communicate orally or in writing with a public office holder for the purpose of influencing, or reasonably being considered by the initiator, likely to influence decision-making relating to:

- the development, submission, amendment or rejection of a regulatory proposal, resolution, direction, program or action plan;
- the choice of the method of awarding a contract and the development of this method;
- the awarding of a contract, other than in the context of a public call for tenders.

Nevertheless, he may do so

- if the means used comply with the law.
- if he mentions it in the declaration provided for in section 20 of this by-law and
- if he is registered in the Registry of Lobbyists held under the Lobbying Transparency and Ethics Act, CQLR c. T-11.011.

The fact that a lobbyist arranges for a third party to interview a public office holder is considered to be lobbying.

This section does not apply to activities referred to in sections 5 and 6 of the Lobbying Transparency and Ethics Act and to activities that are not covered by that Act because of a regulation made under that Act.

SECTION VII

AMENDING AN AWARDED CONTRACT

24. Rules for amending a contract

The following rules apply to the modification of any contract awarded by mutual agreement that has the effect of increasing it to a value greater than \$25,000, as well as to any modification of a contract of more than \$25,000:

- a. the amendment must be the subject of a written request justifying it from the head of the department concerned and sent to the General Manager;
- b. the amendment must be the subject of a recommendation by the General Manager; such a recommendation may be granted only in exceptional cases, if the amendment:
 - i) does not change the nature of the contract and is ancillary in nature;
 - (ii) was unforeseeable at the time the contract was awarded;
 - (iii) is not attributable to the bidder's fault;

- c. the amendment must have been approved by a resolution of the municipal council indicating how it is incidental and unforeseeable and that it is not attributable to the fault of the bidder;
- d. If the nature of the conditions of a project is not possible to obtain approval from council in a timely manner, the General Manager may, on receipt of a request under clause (a), authorize the head of the department concerned to authorize the alteration from the contractor.

25. Amendment to a contract awarded by mutual agreement

A request to modify a contract may be granted by the person who initially awarded the contract, to the extent that his or her delegation of expenditure permits, or by council, but only if it meets the following conditions:

- a. does not change the nature of the contract and is ancillary in nature;
- b. if the request results in an additional expense, it was unforeseeable at the time the contract was awarded;
- c. is not attributable to the bidder's fault;
- d. If the request is to be authorized by the Council, it shall be the subject of a written recommendation by the head of the department concerned, approved by the General Manager.

Nothing in this section prevents the municipality from providing by contract for a more stringent procedure for granting contractual amendments.

SECTION VIII

MANAGEMENT OF SANCTIONS

26. Sanctions for a Council Member

Any member of council who knowingly contravenes any obligation of this by-law is liable to be disqualified for two years from holding office as a member of the council of a municipality.

He is also liable to be held personally liable for the damage caused by his actions.

27. Sanctions for an employee

Any employee who contravenes this by-law is liable to disciplinary sanctions that vary according to the seriousness of his or her actions, but can go as far as suspension without pay and dismissal.

He is also liable to be held personally liable for the damage caused by his actions.

28. Penalties for a bidder

Any bidder who fails to complete the declaration in Appendix I hereof may have

his or her bid rejected, unless otherwise specified in the tender documents.

The same applies to any bidder who contravenes, directly or indirectly, the obligations of this by-law if the contravention is of sufficient gravity to justify this sanction.

The municipality may exclude for five years from any contract by mutual agreement or from any invitation to tender a tenderer whose tender is rejected on the grounds of the second paragraph.

29. Sanctions for an agent or consultant

The contract binding any consultant or agent who contravenes this by-law to the municipality may be terminated.

In addition, the municipality may, if the seriousness of the violation justifies it, exclude the agent or consultant from any contract by mutual agreement or from any invitation to tender for five years.

30. Sanctions for a member of the selection committee

Any member of a selection committee who contravenes these rules will be excluded from the list of candidates for the selection committee.

If he is an employee of the municipality, he is liable to the penalties of section 27.

31. Criminal sanctions

Any person who makes a false statement under section 20 or contravenes any of sections 22 and 23 is liable to a fine of not more than \$1,000 for a first offence and \$2,000 for a subsequent offence.

If the offender is a legal person, the maximum fine is \$2,000 for a first offence and \$4,000 for a second offence.

SECTION IX

TRANSITIONAL AND FINAL PROVISIONS

32. No retroactive effect

This by-law shall not have retroactive effect.

However, its provisions apply to the contracting processes in progress at the time of its coming into force.

33. Replacement

This by-law replaces the following by-laws:

- By-law no. 225-1 on contract management
- By-law no. 225-3 amending by-law 225-1 on contract management

34. Repeal

This by-law repeals by-law number 181 delegating to the General Manager and the secretary-treasurer the power to form selection committees.

35. Coming into force

This by-law shall enter into force on the day of its publication.

Alain Giroux
Mayor

Sarah Channell
Clerk-Treasurer

Notice of Motion:
Presentation of the draft by-law:
Adoption of the by-law:
Notice of Promulgation:

May 4, 2026
May 4, 2026

ANNEX I

DECLARATION OF THE BIDDER

I, the undersigned, by submitting the attached bid or offer (hereinafter the Bid) to

(Name of the recipient of the submission – information officer)

Following the call for tenders number:

Initiated by:

(Name of municipality)

represents the following and certifies that these statements are true and complete in all respects.

I declare on behalf of _____

(Name of Bidder; hereinafter referred to as "the Bidder")

That:

- 1. I have read and understand the contents of this statement;
- 2. I understand that the attached submission may be disqualified if the statements contained in this statement 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 statement 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 set out the terms and conditions set out therein and to sign the bid on its behalf;
- 5. Neither the Bidder nor any of its representatives or employees has communicated or attempted to communicate with any member or members of the Selection Committee for the purpose of exerting influence or obtaining information in connection with a call for tenders;
- 6. The bid was prepared and filed without 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. That neither the bidder nor any of its representatives or employees engaged in any communication of influence for the purpose of obtaining the contract **Check**

OR

That the bidder has made all the registrations required by law in the Registry of Lobbyists; **Check**

- 8. The following communications of influence have been made by the bidder, its representatives or employees to the municipality's public office holders in the six (6) months prior to the contract award process:

No

Yes

If yes, enter the following details of the communications of influence:

.../2

- 9. That neither the bidder nor any of its representatives or employees engaged in acts of intimidation, influence peddling or corruption;
- 10. That the bidder does not maintain, either personally or through its directors, officers, shareholders or associates, with a member of the municipal council or an employee of the municipality, any family, financial or other ties of such a nature as to create an appearance of conflict of interest; **Check**

OR

That the bidder has the following relationship with a member of council or an employee of the municipality:

Name	Link

Date

Name

Signature

ANNEX II

DECLARATION BY A MEMBER OF A SELECTION COMMITTEE

I, the undersigned, member of the selection committee in relation to Call for Tenders No. _____, solemnly declare that I undertake to:

- i) to preserve the secrecy of the committee's deliberations;
- ii) To avoid placing myself in a conflict of interest or the appearance of a conflict of interest, failing which I will resign from my mandate as a member of the committee and denounce my interest;
- iii) evaluate all submissions without bias and conduct individual analysis of compliant submissions received prior to committee evaluation.

AND I SIGNED:

ANNEX III

ANALYSIS FORM FOR THE CHOICE OF A METHOD OF PROCUREMENT

NEED OF THE MUNICIPALITY		
Purpose of the contract		
Specific objectives (desired savings, quality, environment, etc.)		
Estimated value of the expenditure (including renewal options)	Duration of the contract	
TARGET MARKET		
Target region	Number of known companies	
Is the participation of all known companies desirable?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Otherwise justify		
Estimating the cost of preparing a bid		
Other relevant information		
METHOD OF DELIVERY CHOSEN		
Mutual agreement <input type="checkbox"/>	Invitation to tender <input type="checkbox"/>	
Request a price <input type="checkbox"/>	Procedure opened <input type="checkbox"/>	
In the case of a contract entered into by mutual agreement, have the measures of the Contract Management by-laws to promote rotation been considered?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If so, what measures are concerned?		
If not, why is rotation not an option?		
SIGNATURE OF THE PERSON IN CHARGE		
First name, last name	Signature	Date