

PROVINCE OF QUÉBEC
MUNICIPALITY OF GRENVILLE-SUR-LA-ROUGE

**BY-LAW NUMBER 2025-02-401
CONCERNING CONTRACT MANAGEMENT**

- WHEREAS** this by-law is adopted according to article 938.1.2 of the Municipal Code of Québec (hereinafter referred to as “Municipal Code”);
- WHEREAS** this council deems it appropriate to repeal and replace regulation number RA-401-06-2021, entitled “Regulation on Contract Management,” along with all its amendments and previous versions;
- WHEREAS** a notice of motion was duly given by ** during the council meeting held on March 11, 2025, at the same time as the tabling of the draft regulation;
- WHEREAS** a copy of the regulation subject to these provisions was provided to council members more than two legal days before the meeting;
- WHEREAS** all council members present declare that they have read the regulation and waive its reading;

THEREFORE, IT IS PROPOSED BY COUNCILLOR CARL WOODBURY AND UNANIMOUSLY RESOLVED BY THE PRESENT COUNCIL MEMBERS THAT BY-LAW NUMBER 2025-02-401 BE ADOPTED AND THAT IT STATES AND DECREES AS FOLLOWS:

ARTICLE 1 PREAMBLE

The preamble forms an integral part of this by-law.

ARTICLE 2 AIM

This by-law aims to:

Ensure the implementation of measures for the adjudication, conclusion, and management of contracts awarded by the Municipality of Grenville-sur-la-Rouge, in accordance with article 938.1.2 of the Municipal Code of Québec, and is intended to provide greater transparency and improved management of municipal contracts within the Municipality:

As such, the Municipality is introducing measures intended to:

1. encourage compliance with applicable anti-bid-rigging legislation.
2. ensure compliance with the *Lobbying Transparency and Ethics Act (chapter T-11.011)* and the Lobbyists' Code of Conduct adopted under the aegis of this Act.
3. prevent acts of intimidation, influence peddling, or corruption.
4. prevent conflict of interest situations.
5. prevent any other situation likely to compromise the impartiality and objectivity of the call for tenders or the management of the resulting contract.
6. govern decision-making authorizing the amendment of a contract.
7. implement measures to promote rotation among prospective contracting parties for contracts that may be awarded by mutual agreement.

ARTICLE 3

DEFINITIONS

Unless otherwise stated, the following terms, expressions and words have the following meaning and application in this regulation:

Purchase	Refers to any procurement of goods or services required in the normal flow of the Municipality's operations.
Call for tenders	Refers to an acquisition or sale process, whether publicly advertised or by written invitation, which solicits written price proposals for goods or services from suppliers or purchasers, in accordance with the conditions defined in the documents provided for this purpose. Its objective is to ensure fair competition and the highest quality/price ratio for goods and services acquired by the Municipality.
Competent authority	Refers to the director general and/or director of a municipal division involved in relevant budget allocations.
Purchase order	Refers to a document that confirms to a supplier the goods to be delivered or the service(s) to be rendered in accordance with negotiated terms and conditions within the scope of a contract which may be concluded by mutual agreement.
Influencing communication	Refers to communication by any person, addressed to a member of the Council, an officer of the Municipality, or an employee, for the purpose of influencing a decision in their favour.
Municipal Council	Refers to the mayor and councillors who constitute the Municipality of Grenville-sur-la-Rouge's Municipal Council.
Municipality	Refers to the Municipality of Grenville-sur-la-Rouge.
Clerk-Treasurer	Refers to an officer that each municipality must have in accordance with article 179 of the Municipal Code of Québec. The clerk-treasurer carries out the function of director general under article 210, subject to article 212.2, which stipulates that the two functions may be carried out by different persons. The clerk-treasurer is responsible for applying the provisions of the present by-law.

ARTICLE 4

GENERAL APPLICATION RULES

4.1

The director general and clerk-treasurer are responsible for the application of the present by-law, notwithstanding the mayor's monitoring power under article 4.2.

4.2

Any person may submit to the mayor any situation brought to their attention that suggests a problem with the application of the present by-law so that the latter may exercise their right to supervise, investigate, and monitor as stipulated in article 142 of the Municipal Code.

The mayor must then take the appropriate steps to ensure that the present by-law is duly applied.

4.3

The director of finance is responsible for preparing the annual report on the application of the present by-law. This report is prepared jointly with the director general and is submitted at a Municipal Council meeting no later than March of each year.

4.4

The present by-law applies to any service, execution of work, or acquisition of goods contract concluded by the Municipality, or by an employee thereof, in accordance with a delegation of spending authority, whether concluded by mutual agreement, following a public call for tenders, or by invitation, regardless of the anticipated cost of its execution.

4.5

The present by-law applies to all municipality employees, members of the Municipal Council, bidders and suppliers, and any person who has an interest in concluding a contract with the Municipality and who takes steps or actions to this end.

4.6

It is the duty of all employees of the Municipality to apply and respect each provision of the present by-law.

ARTICLE 5

PRE-TENDER AND PRECONTRACT PROCESSES

5.1

The Municipality provides a copy of the applicable contract management regulation to its executives, managers, and any employees responsible for its application or interpretation as part of their duties. They are required to acknowledge having read its content.

5.2

The Municipality agrees to provide its officials and employees, responsible for performing duties related to the awarding or management of municipal contracts, with training aimed at perfecting, expanding, and maintaining their knowledge of the confidentiality standards that must be respected, the rules governing the legal awarding of contracts, the rules governing lobbying, and any other relevant matter pertaining to sound municipal-contract management.

5.3

Transparency in the awarding of contracts by mutual agreement:

a) Applicable ethical norms

All municipal officials or employees who participate in the contracting process must contribute to maintaining the Municipality's positive image, develop and maintain good relations between the Municipality and its suppliers, and do so by remaining impartial and respecting certain rules of ethics in the execution of their duties related to the municipal contracting process.

To this end, they must:

- Ensure transparency in the handling of contractual files;
- Ensure that this by-law is applied in the best interests of the Municipality and its citizens;
- Ensure fair treatment for all suppliers;
- Avoid any conflict of interest or situation that could result in direct or indirect personal benefits;
- Prevent any incidence of favouritism, embezzlement, breach of trust, perceived conflict of interest, or other forms of misconduct;
- In no case, accept, receive, or solicit, for anyone, including themselves, gratifications, benefits, donations, or other expressions of hospitality, whatever their value, in exchange for a decision they make and which may influence their independence of judgment, or risk compromising their integrity. The present rule does not apply in the case of a gift that falls within the boundaries of etiquette, courtesy, protocol, or hospitality, and is of reasonable value in the circumstances;
- Prevent inappropriate use of the Municipality's resources;
- Not disclose, prior to the opening of tenders, and in compliance with the requirements of the law, any information making it possible to know the number or identity of persons who have submitted a tender or who have requested a copy of the request for tender, or of a document to which it refers.

Any breach of the present contract-management by-law, brought to the attention of the Municipal Council or an officer, may be referred to the person in charge of complaints management, whose role is defined in article 12.7 of the present by-law, and may lead to the application of a sanction as set out in article 19 of the present by-law.

b) Competitive bidding by potential bidders

All contracts under \$25,000 (including taxes) may be awarded by mutual agreement.

All contracts with a value of at least \$25,000 (including taxes), but not exceeding the threshold requiring a public call for tenders, must be subject to a competitive bidding process to be awarded by mutual agreement, except contracts for which written authorization has been obtained from the director general. This authorization must be documented by completing Appendix 1 and enclosed along with the proposal submitted to the Council for approval.

c) Buying locally

A contract valued at no more than the public tender threshold set by ministerial regulation may be awarded to a local supplier who has provided a price equivalent to a price submitted by a supplier other than a local supplier.

d) Supplier rotation

For mutual-agreement contracts of at least \$25,000 (including taxes), but below the threshold requiring public tendering, public office holders must attempt to attract the greatest possible number of firms from among those capable of meeting their needs by encouraging rotation among potential contractors when price and quality are equivalent.

Nevertheless, rotation must not be at the expense of responsible management of public spending.

e) List of suppliers

To facilitate supplier rotation, public office holders can refer to the list of suppliers in the Municipality's accounting system, the quoted access provider portal, or any other source of information to find new suppliers.

f) Accountability

The public office holder must maintain an up-to-date list of authorized mutual-agreement contracts.

g) Transparency in drafting a call for tenders

The confidentiality requirements for agents and consultants mandated to prepare documents or assist the Municipality in the tendering process are as follows:

Although the Municipality favours the collaboration of its internal departments for the preparation of a call for tenders, any agent or consultant commissioned by the Municipality to draft tender documents or to assist it in such a process is formally required to maintain the confidentiality of their mandate, of any work performed within the scope of said mandate, and of any information brought to their knowledge in the execution of the mandate.

In this regard, both the agent and the consultant must sign a confidentiality agreement at the beginning of their mandate, as set out in Appendix II of this by-law. In the event of non-compliance with this obligation, in addition to the sanction stipulated in section 8.2 of the present by-law, they may be subject to the penalties that may be stipulated in the confidentiality agreement.

h) Contrat splitting

When the division of a contract can be justified and permitted under Article 938.0.3, as well as for reasons of sound public fund management, the Municipality may approve (by municipal resolution) the splitting of a contract. The reasons must be documented in the manager's recommendation submitted for approval by the Municipal Council through a resolution.

By default, the Municipality does not resort to contract splitting.

Upon the enforcement of this regulation, the Municipality will publish its call for tender documents for contracts exceeding the threshold requiring a public tender in the *Constructo* journal, as well as on the electronic tendering system (SEAO) approved by the government for the application of the *Act respecting contracting by public bodies* (CQLR, c. C-65.1).

ARTICLE 6 **TENDERING PROCESS**

6.1 The selection committee for the analysis of professional proposals

To maintain the confidentiality of the identities of the committee members, the municipal council delegates to the Director General the authority to appoint and designate the members who will form the selection committee responsible for analyzing proposals according to the process prescribed by law.

To assist and guide the members of the selection committee in their duties, the Director General designates the Assistant Clerk or the Executive Assistant as the secretary of the selection committee.

The Director General appoints three (3) evaluators, one of whom must have at least basic technical knowledge of the subject or service targeted by the call for tenders. To this end, the Director General may decide to appoint an external expert to the Municipality to support and complement the selection committee.

Responsibilities of the selection committee secretary:

- Conduct the opening of bids at the times and dates specified in the call for tenders;
- Determine the compliance of received bids;
- Compile the analysis file and forward it to the selection committee for bid evaluation;
- Preside over and act as secretary, facilitating the work of the selection committee during the preliminary and the evaluation meetings;
- Draft the recommendation progress report to be submitted to the director general to properly document the file that will be presented to the Municipal Council for a final decision. This decision is made by resolution in a public session.

The *Municipality* will provide a training guide for selection-committee members related to the process and applicable standards for municipal calls for tenders.

Solemn declaration by external members serving on the selection committee:

External members of the selection committee must, upon their appointment, complete and submit the solemn declaration stipulated in Appendix III of the present by-law. This declaration stipulates, among other points, that the external committee members will assess the bids submitted by tenderers without bias, favour, or consideration, that they will do so ethically, and that they will analyze the quality of each individual compliant bid received, prior to evaluation by the selection committee. Under the terms of this declaration, the external committee members certify that they have no pecuniary interest or business relationship with the legal persons, companies, or businesses that are bidders with the Municipality under the call for tenders.

The aforementioned members must also solemnly declare that they will, under no circumstance, divulge the mandate entrusted to them by the Municipality, that they will observe the secrecy of the deliberations, that they will take all appropriate precautions to avoid any potential conflict of interest, and that they have no direct or indirect interest in the call for tenders. Should they be unable to do so, they formally agree to disclose said interest and terminate their mandate.

Protecting members identities

In addition to the selection-committee members, who must under no circumstances divulge the mandate entrusted to them by the Municipality, the committee secretary and all officers and employees of the Municipality must maintain the confidentiality of selection committee members' identities at all times.

Evaluation process carried out by the members

The main steps in the evaluation process are as follows:

- Evaluate each tender individually with no knowledge of price, and without comparing them ;
- Award the tender a score for each weighted criterion;
- Work on reaching consensus within the committee;
- Sign the evaluation performed by the committee;
- Commit to acting without conflict of interest or bias and ensure the confidentiality of deliberations.

The selection committee must evaluate tenders in compliance with the *Municipal Code*, specifically article 936.0.1, and in compliance with the principle of equality between bidders.

6.2 Roles and responsibilities of municipal employees and officers

Confidentiality and discretion

Employees and officers of the Municipality must, in the context of any call for tenders or contract-awarding process, including before or after said process, exercise absolute discretion, and preserve the confidentiality of information they hold with respect to such a process.

This includes refraining, at all times, from disclosing the names of potential or actual bidders until the bids in question have been opened.

Loyalty

It is the responsibility of all municipal employees and officers to comply with the terms of the present by-law and, at all times, to refrain from using their duties to influence the awarding of a contract in favour of a particular bidder. They must also comply, at all times, with the ethical obligations set out in this by-law.

Mandatory reporting of collusion, rigging, influence-peddling, intimidation, and corruption

Any member of a council, and any municipal officer or employee of the Municipality who has knowledge of, or is made aware of, a questionable practice, a situation of collusion, rigging, influence-peddling, intimidation, or corruption, or if they witness such a situation, must denounce it to the director general.

Declaration of interests

Municipal employees and officers must declare that they will comply with the obligation stipulated in the present by-law. This declaration must be submitted to the town clerk, who will file it in the Municipality's archives. It must be in the format set out in point 1 of Appendix IV of the present by-law.

6.3 Tender's obligations

Declaration of absence of collusion and attempt to influence a selection committee

When a bidder submits their tender to the Municipality, they must also file a declaration (Appendix V) in which they solemnly declare that, to the best of their knowledge and following thorough verification, neither they nor any employee, officer, director, or shareholder of their company has attempted to contact or communicate with a member of the selection committee, if applicable, in an attempt to influence them or obtain information relating to the call for tenders.

The bidder must also solemnly declare that the tender has been prepared without collusion and that no communication, agreement, or arrangement has been made with any competitor. The bidder must also declare that there has been no communication, agreement, or arrangement with a competitor concerning prices, methods, factors, or formulas for establishing prices, the decision to submit or not to submit a

tender, or the submission of a tender that does not meet the specifications of the call for tenders, directly or indirectly, prior to the time of the official opening of tenders.

Declaration regarding influence-peddling with the Municipality

Along with the submission of a tender, the bidder must file a solemn declaration (Appendix V) stating whether any influential communications took place in order to obtain a contract, and whether these influential communications were conducted in accordance with the Lobbying Transparency and Ethics Act (RLRQ, T-11.011), the Code of Conduct for Lobbyists, and the notices of the Commissioner of Lobbying.

In the same declaration, the tenderer must indicate whether any other influential communications have been carried out with the Municipality's public office holders in the six (6) months prior to the call-for-tenders process or the awarding of the contract and indicate the purpose of these influential communications.

Declaration of interests

When submitting a tender, a bidder must make a solemn declaration (Appendix V) stating whether they personally, or through their directors, shareholders, or officers, have any family, financial, or other ties likely to create an apparent conflict of interest, be it directly or indirectly, with members of Council, or officers and/or employees of the Municipality. They must also specify that, if they are awarded the contract, they agree not to retain the services of any person having participated in the preparation of the call for tenders for which they are bidding or in the preparation of the contract they have been awarded, for a period of one (1) year following the end of the awarded contract.

The mere act of disclosure does not automatically lead to the rejection of a submission. The existence of a relationship between two individuals does not, in itself, constitute grounds for procedural exclusion. The Municipality seeks to promote transparency through voluntary disclosure and to eliminate the appearance of conflicts of interest.

Form and status of attestation and declarations

The declarations required by the present articles must be made in writing on the same form provided by the Municipality and reproduced in Appendix V of the present by-law. This form is entitled "Tenderer's Declaration".

This declaration, signed before a witness, must be submitted at the same time as the tender. This declaration forms an integral part of the contractual conditions binding the tenderer and the Municipality.

Mandatory registration in the lobbyists' registrar

It is strictly forbidden for a tenderer, successful bidder, or supplier to engage in influential communications, whether verbal or written, with a public-office holder, notably in order to influence the latter in decision-making regarding:

- The preparation, presentation, amendment, or rejection of a proposal, resolution, regulation, or directive.
- The holding of a tender process, its preparation or termination.
- The awarding of a contract by mutual agreement.

They may do so, however, if the means used are legal, and on condition that they are entered in the registry provided for such purpose by the Lobbying Transparency and Ethics Act. In the case of a tenderer, this person must indicate in their declaration (Appendix V), which is to be submitted with their tender, whether they are a lobbyist listed in the registry, and provide proof of registration, if applicable.

For the purposes of this by-law, the act of a lobbyist arranging an interview with a public office holder for a third party is considered a lobbying activity. The activities provided for in sections 5 and 6 of the Lobbying Transparency and Ethics Act do not constitute lobbying activities.

Employee, officer, council, or selection-committee-member Incentives

It is strictly forbidden for a tenderer to make offers, donations, payments, or to provide gifts, compensation, or any other form of incentive to an employee, officer, or member of the board or of the selection committee.

6.4 Transmission of information to tenderers

Person in charge of providing information to tenderers

For each tender invitation, it is the project manager specified in the invitation to tender who can provide potential bidders with administrative and technical information concerning the procedure for the tender underway. For any questions or comments relating to the tendering process or the contract being solicited, the bidder must only contact the person(s) specified in the invitation to tender, whose contact details appear in the tender documents.

This official is a Municipal employee with a solid understanding of the field related to the call for tenders and must not, under any circumstances, serve as the secretary of the selection committee.

Role and duties of the individual responsible for providing information to tenderers

In addition to providing administrative and technical information, the person(s) appointed in the call for tenders is (are) the only person(s) authorized to issue addenda as part of the tendering process for which they are appointed. They must provide and ensure that tenderers have access to information that is impartial, identical, equal, and devoid of favouritism.

Site visit

The Municipality manage site visits only to projects related to the repair of existing structures for which the scope or specific features are difficult to accurately describe in the call-for-tender documents. These visits are authorized by the director general only when recommended by the director of the department in question. Such visits are made by appointment only with tender document recipients and are conducted on an individual basis.

The person in charge of providing tenderers with information is the person assigned to tenderer visits and is required to compile the questions asked by each tenderer during the visit and, if applicable, to issue an addendum at the end of the visit in order to provide all tenderers an identical answer.

ARTICLE 7 THE RIGHT NOT TO AWARD A CONTRACT

The Municipality reserves the right to require the highest level of transparency, impartiality, and public trust in the awarding of municipal contracts. In this regard, it clarifies its position that the disclosure of any relationship with an employee, officer, council member, or selection committee member will not automatically result in the rejection of a submission. Accordingly, the Municipality retains the discretionary power to tailor its decisions based on an assessment of the seriousness of the relationship.

The Municipality also reserves the right to apply stricter and more rigorous standards in cases of non-disclosure, whether intentional or unintentional. Non-disclosure constitutes a ground for non-compliance, which may result in the rejection of the submission. Should an undisclosed relationship be discovered after the contract has been awarded or signed, the Municipality may be justified in cancelling the award or terminating the contract.

Should any bids received be substantially higher than standard market costs and rates, or than the Municipality's cost estimate, or if the bids submitted are unreasonable, the Municipality reserves the right not to award the contract.

ARTICLE 8 WITHDRAWAL OF A TENDER AFTER OPENING

The bidder may withdraw their bid at any time before the deadline for bid submission, without forfeiting their right to submit a new one within the same timeframe.

As part of an invitation to tender or public tender process, the Municipality considers that a tender represents a commitment that must be honored by the bidder and that it has no advantage in allowing the withdrawal of a tender once it has been opened. For these reasons, the Municipality does not allow, in its call-for-tenders documents, the withdrawal of a bid by a bidder after it has been opened.

ARTICLE 9 COMPLAINT MANAGEMENT

The Municipality entrusts the task of managing complaints to the director general, whose role is to receive and analyze complaints concerning suspicious practices, collusion, rigging, influence-peddling, intimidation, and corruption, whether lodged by members of Council, municipal officers, and employees, or by citizens and bidders who believe they have been wronged.

The director general oversees the handling of the complaint and takes the necessary steps to make any adjustments or correction required in order to ensure compliance with the present contract-management by-law. When the director general deems it necessary, they forward their recommendations to the municipal council and, if need be, to the competent authorities of the Ministry of Municipal Affairs and Housing, or to the competent authorities that deal with open-competition crimes and interference.

Should the author of a complaint consider the director general's handling and resolution of a complaint to be unsatisfactory, or that the director general per se has a conflict of interest, the complainant may appeal to the mayor, who has authority over the city's administration as a whole.

If, after exercising this alternative course of action, the complainant remains unsatisfied, they may turn to the Ministry of Municipal Affairs and Housing or to the competent authorities that deal with open-competition crimes and interference.

ARTICLE 10 CONTRACT MODIFICATION

For any request to modify a contract, the project manager must submit a written request stating the reasons justifying the modification and provide a copy to the Designated Official/Director General. The latter will review the request and submit recommendations to the municipal council.

A contract modification is granted only if it constitutes an accessory to the contract and does not alter its nature. In this regard, a thorough examination of the requested modification is conducted based on applicable jurisprudential rules.

A contract modification is only permitted following a legally approved authorization by a resolution of the municipal council.

The modification must not be an element that could have originally been foreseen or included in the initial contract. **The rule is that the contract remains unchanged, with modifications being the exception.**

ARTICLE 11 SANCTIONS

11.1

The mandatary, consultant, supplier, or buyer who, directly or indirectly, violates this regulation or who is responsible for submitting a false statement signed and submitted in the context of any contract or mandate will be subject to penalties, unilateral termination of their mandate, and disclosure to any order or association to which the professional at fault belongs.

11.2

The bidder who, directly or indirectly, violates their obligations expressly outlined in this regulation or who is responsible for submitting a false statement signed and submitted in the context of their bid will be subject to rejection of the bid if the violation is deemed serious enough. If the contract has already been awarded, the Municipality may decide to terminate it according to the article 2125 in the Civil Code of Quebec. The Municipality may also decide to remove the name of the wrongdoer from the supplier file related to awarding contracts by mutual agreement or invitation for a period of up to 3 years.

11.3

No one may violate or allow a violation of any provision of this regulation.

11.4

The obligations imposed by this regulation are an integral part of any employment contract binding the Municipality to managers and/or employees. Any violation of this regulation is therefore subject to disciplinary sanctions based on the principle of graduated sanctions and depending on the severity of the actions attributed to any manager or employee. The employer reserves the right to impose an administrative suspension while conducting an investigation in order to clarify any situation brought to its attention and to apply the necessary measures accordingly.

ARTICLE 12 INTERPRETATIVE CLAUSES

The use of the masculine and singular in this by-law is without discrimination and includes the feminine and plural to avoid excessive text.


Partial invalidity of provisions

Should any part or provision of this by-law be declared invalid by a competent court, the validity of all other parts or provisions shall not be called into question. The Council hereby declares that it approves the by-law part by part, notwithstanding the fact that one or more of these parts may be declared null and void by the Court.

ARTICLE 13 REPEAL AND ENTRY INTO FORCE

The present by-law repeals and replaces by-law RA-401-06-2021 and its amendments.

The present by-law will come into force upon completion of the formalities required by law.



Tom Arnold
Mayor



François Rioux
Director general and clerk-treasurer

NOTICE OF MOTION :	March 11, 2025
ADOPTION OF DRAFT REGULATION	March 11, 2025
BY-LAW ADOPTION :	May 13, 2025
EFFECTIVE DATE :	May 14, 2025

APPENDIX 1
MANDATORY FORM (MUNICIPALITY)
CONTRACT WITHOUT PRICE INQUIRY OR COMPETITIVE BIDDING

Please complete and attach to the purchase order

1.

Indicate the identity and qualifications of the person who conducted (or did not conduct) research leading to the conclusion that there is only one potential bidder in Canada or Quebec.

2.

Describe the research conducted or evidence of efforts made regarding supplier rotation
(The information and documentation gathered must be recorded in writing and retained):

3.

Is there a comparable or equivalent product or service that could meet the Municipality's needs?

4.

The manager who conducted the verification regarding the exclusivity of the supplier must complete and sign the following declaration:

The contract confirmed by Purchase Order No. _____

Awarded to the firm: (name of company) _____

Was not subject to a competitive process and/or is the only company capable of providing the materials, equipment, or services described and to which this annex is attached.

Signature : _____

Date : _____

APPENDIX 2
CONFIDENTIALITY AGREEMENT
AGENT-CONSULTANTS

(hereinafter referred to as the " AGENT " or " CONSULTANT ")

PREAMBLE

WHEREAS, in accordance with the municipal code and its contract management by-law adopted by resolution of the municipal council on _____ 2024, the MUNICIPALITY must keep specific information confidential in connection with the drafting, awarding, and management of contracts that it awards or concludes;

WHEREAS, as of _____, a service contract (or other type of contract) has been concluded between the MUNICIPALITY and the AGENT or CONSULTANT for the preparation of tender documents and to assist the MUNICIPALITY in this process (or other type of mandate);

WHEREAS, in carrying out its contract on behalf of the MUNICIPALITY, the AGENT or CONSULTANT may have access to, obtain knowledge of, use, and create a variety of information of a confidential nature, for which the MUNICIPALITY is required by law to maintain in strict confidence;

WHEREAS the MUNICIPALITY agrees to disclose various confidential information to the AGENT or CONSULTANT, while the AGENT or CONSULTANT agrees to access, examine, use, and create various confidential information under the terms and conditions outlined in this agreement (hereinafter referred to as "this Agreement");

WHEREAS the AGENT or CONSULTANT wishes to confirm its commitment in writing.

IN CONSIDERATION OF THE AFOREMENTIONED, THE PARTIES AGREE AS FOLLOWS:

The preamble forms an integral part of this agreement.

1. OBJECT

1.1 Disclosure of confidential information

The MUNICIPALITY agrees to disclose to the AGENT or CONSULTANT various confidential information proprietary to the MUNICIPALITY or inherent to the contract or entrusted to the MUNICIPALITY as part of a tendering process (hereinafter referred to as "Confidential Piece of Information" or "Confidential Information") in accordance with the terms and conditions set forth in this Agreement.

1.2 Handling of Confidential Information

Given that the AGENT or CONSULTANT may have access to, learn of, use, and create piece of confidential information as part of its contract with the MUNICIPALITY, they agree to treat such confidential information under the terms and conditions set forth in this Agreement.

2. CONSIDERATION

2.1 Confidentiality Obligation

For good and valuable consideration, including but not limited to contract continuance, payment of remuneration for contract fulfillment, and other benefits that may result from the contract, the AGENT or CONSULTANT agrees and commits to the MUNICIPALITY to:

- a) keep secret and not disclose confidential information;
- b) take and apply all appropriate measures to preserve the confidentiality of the confidential information;

- c) not divulge, communicate, transmit, exploit, use, or otherwise make use of, for one’s own account or others, confidential information, in whole or in part, other than within the terms of this agreement and for the purposes specified herein;
- d) Abide by any and all applicable provisions of this Agreement.

2.2 Confidentiality Obligation Duration

The confidentiality obligation of the AGENT or CONSULTANT remains in effect:

- a) throughout the term of the contract awarded by the MUNICIPALITY;
- b) for an unlimited period following the end of the contract awarded by the MUNICIPALITY, for any confidential information relating to the mandate entrusted or to the call-for-tenders process or any other information that must be protected and not disclosed by the MUNICIPALITY under the laws applicable to it in this matter and in accordance with its contract-management by- law.

2.3 Confidential Information Surrender

At the end of the contract, the AGENT OR CONSULTANT agrees and is obliged towards the MUNICIPALITY to:

- a) upon request by the MUNICIPALITY, surrender, at the latter's City Hall or any other location determined by an authorized MUNICIPALITY representative, all piece of confidential information in its possession;
- b) in this context, not retain any reproduction (copy, photocopy, draft, summary, or other version), in whole or in part, in any format whatsoever, of all or part of the confidential information.

3. PENALTIES FOR BREACH OF THIS AGREEMENT

Should the AGENT or CONSULTANT fail to comply with one or more of the provisions of this Agreement, in whole or in part, they will be subject to one or more of the following sanctions, in addition to those provided by law and without prejudice to any other right or remedy of the MUNICIPALITY:

- a) termination of the rights to access pieces of confidential information pertaining to the present Agreement and to the equipment used to store such information;
- b) termination of the contract concluded with the MUNICIPALITY;
- c) removal of the AGENT's or CONSULTANT's name from the MUNICIPALITY's supplier file.

4. AGREEMENT EFFECTIVE DATE

This Agreement becomes effective upon the signing of the contract for drafting tender documents and/or assisting the MUNICIPALITY in this process (or other type of mandate) between the MUNICIPALITY and the AGENT or CONSULTANT.

In the event that said date is subsequent to the signature of the present Agreement, the latter shall become effective upon its signature.

Date

Title and company

Signature

APPENDIX 3
DECLARATION BY A SELECTION-COMMITTEE
MEMBER EXTERNAL TO THE MUNICIPALITY

I, _____, member of the selection committee duly appointed to this position by the Director General of the Municipality :

Offer number :	
Object :	
Project :	

In order to carry out the qualitative evaluation of bids submitted in response to the above-mentioned call for tenders (hereinafter referred to as the "Call for Tenders"):

In order to assist the secretary, the selection committee in carrying out the duties assigned to it under the Cities and Municipalities Act (RLRQ, c. C-19) and the MUNICIPALITY's contract management by-law.

Declare the following and certify that these declarations are true and complete for all intents and purposes.

- a) I have read and understand the content of this declaration;
- b) I commit, in carrying out the responsibilities entrusted to me, to judge the bids submitted by the tenderers without bias, favour, or consideration, in accordance with ethical standards; [for committee members only].
- c) I also agree to conduct an individual assessment of the quality of each compliant tender received, prior to evaluation by the selection committee; [for committee members only].
- d) I agree not to divulge, under any circumstance, the mandate entrusted to me by the MUNICIPALITY and to maintain the confidentiality of the committee's deliberations;
- e) I certify that I have no financial interest or business connection with the legal persons, companies, or businesses that are tenderers before the MUNICIPALITY in response to the call for tenders;
- f) I certify that I will take all appropriate precautions to avoid placing myself in a potential conflict of interest and that I have no direct or indirect interest in the call for tenders, and should I fail to do so, I formally commit to denouncing my interest and terminating my mandate.

Date

Name, Signature and title

General director

APPENDIX 4
DECLARATION OF INTEREST OF THE MUNICIPALITY
EMPLOYEE AND OFFICER

I, the undersigned, _____, in my capacity as _____ of the Municipality of Grenville-sur-la-Rouge, declare the following and certify that these declarations are true and complete in every respect.

- a) I have reviewed the contract management by-law of the Municipality of Grenville-sur-la-Rouge and I have read and understand the contents of this declaration;
- b) I am making this declaration given my duties, which may involve my carrying out and/or required preparation of a call for tenders or the awarding of a contract by mutual agreement for the Municipality;
- c) I am aware that I may be subject to sanctions under the contract management by-law if the declarations contained in this declaration are not true or complete in all respects;
- d) I agree to exercise absolute discretion and to maintain the confidentiality of all information brought to my attention in the context of any tendering or contract granting process, both before and after said process;
- e) I also agree to refrain from disclosing the names of potential or actual tenderers, at any time, until said tenders have been opened;
- f) I commit, as part of any call for tenders or contract-granting process, and both before and after said process, never to knowingly commit acts or make omissions that would have the effect of favouring a supplier or tenderer, notably in the preparation of tender documents;
- g) I certify (check one of the following declarations):
 - 1) that my participation in a call for tenders or the granting of a contract for the Municipality does not create a potential conflict of interest situation;
 - 2) that my participation in a call for tenders or the granting of a contract for the municipality is likely to create the following conflict of interest situations:

Description of potential conflict of interest:

Date

Name and title

Signature

APPENDIX 5
TENDERER'S DECLARATION

I, the undersigned, hereby submit the attached tender or offer (hereinafter the " Tender ") to:
(Name and title of the Tender recipient)

Name :	
Title :	
Call for tenders # :	
Object :	
Date :	
Municipality :	

I declare on behalf of _____
Name of tenderer
Québec Entreprise Number (NEQ) _____

- 1) I have read and understand the contents of this declaration;
- 2) I understand that the attached Tender may be rejected 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) I am authorized by the Tenderer to sign this declaration and to submit, on their behalf, the tender attached herein;
- 5) all persons whose names appear on the attached Tender have been authorized by the Tenderer to set the terms and conditions stipulated therein and to sign the Tender on their behalf;
- 6) for the purposes of this declaration and the attached Tender, I understand that the word "competitor" refers to any organization or person, other than the present Tenderer:

- a) who was invited by the call for tenders to submit a Tender;
- b) who could potentially submit a Tender as a result of the Call for tenders, given their qualifications, skills, or experience;

7) The Tenderer declares (check one of the following statements):

- ☐ that this tender was prepared without collusion and without having contacted or made any agreement or arrangement with any competitor;
 - ☐ that this tender was prepared after communication with, or agreement or arrangement with, one or more competitors and that all details relating thereto, including the names of the competitors and the reasons for such communication, agreement, or arrangement, are disclosed in the attached document;
- 8) without limiting the generality of the foregoing in article 7 a) or b), that there has been no communication, agreement, or arrangement with any competitor with respect to:
- a) prices;
 - b) methods, factors, or formulas for establishing prices;
 - c) the decision to submit or not to submit a Tender;

- d) the submission of a Tender which does not meet the specifications of the Call for Tenders;
 - e) the exception of what is specifically disclosed in accordance with article 7 b) above.
- 9) furthermore, there has been no communication, agreement, or arrangement with any competitor regarding the details relating to the quality, quantity, specifications, or delivery of the goods or services covered by this call for tenders, except those specifically authorized by the Municipality or specifically disclosed in accordance with article 7 b) above;
- 10) the terms and conditions of the attached tender have not been, and will not be, intentionally disclosed by the Tenderer, directly or indirectly, to any competitor prior to the time of the official opening of tenders, or the awarding of the contract, whichever comes first, unless it is required by law, or it is required to be disclosed in accordance with paragraph 8 b);
- 11) the Tenderer declares that, to the best of their knowledge and after due diligence, no attempt to influence, manipulate, coerce, or obtain information relating to a Call for Tenders from the selection committee has been made at any time by the Tenderer, any of their employees, officers, directors, or shareholders, in the event that such a committee is responsible for evaluating their Tender;
- 12) declaration relating to the lobbying of municipal public office holders prior to public call for tenders.

The Tenderer declares (check one of the following statements):

- ☐ that they are a lobbyist registered in the Lobbyists Registrar, established under the Lobbying Transparency and Ethics Act (RLRQ, c. T-11.011), as demonstrated by the evidence attached to this attestation;
- ☐ that they are not a lobbyist registered in the Lobbyists Registrar under the Lobbying Transparency and Ethics Act (RLRQ, c. T-11-011);

(Name and signature of person authorized by the tenderer)

(Title)

(Date)

(Witness)

