

**CANADA
PROVINCE OF QUEBEC
REGIONAL COUNTY OF ARGENTEUIL
MUNICIPALITY OF THE TOWNSHIP OF WENTWORTH**

**BY-LAW NUMBER 2026-007
BY-LAW ON CONTRACT MANAGEMENT**

WHEREAS Section 8 of the *Act Respecting Contracting by Public Bodies*, CQLR c. C-65.01 (hereinafter the “LCOM”) requires municipalities to adopt a By-Law on contract management;

WHEREAS the Municipality wishes, as permitted under Section 9 of the LCOM, to establish rules for awarding contracts involving an expenditure of at least \$25,000, but below the threshold for contracts that may only be awarded following a public tendering process under Section 29 of the LCOM;

WHEREAS, consequently, Sections 30 and 80 of the LCOM no longer apply to such contracts as of the coming into force of this By-Law;

WHEREAS this By-Law aims to ensure transparency and the sound management of public funds;

WHEREAS a Notice of Motion was given and a Draft By-Law was deposited at the meeting held on April 13th, 2026;

WHEREAS the purpose of this By-Law is to establish measures relating to contract management for any contract entered into by the Municipality, including certain rules governing the awarding of contracts involving an expenditure of at least \$25,000, but below the threshold for contracts that may only be awarded following a public tendering process under Section 29 of the LCOM, which threshold, since January 1st, 2026, is \$139,000 and is adjusted according to inflation;

THEREFORE, it is proposed by Councillor Alex Sandahl and
RESOLVED that the Municipality of the Township of Wentworth hereby enacts and decrees as follows:

SECTION I – APPLICATION AND SCOPE OF THE BY-LAW – 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 of awarding or the amount involved.

2. Scope of the By-Law with Respect to the Municipality

This By-Law is binding on the Municipality, its Council, the members of Council, and its employees, all of whom must comply with it in the performance of their duties.

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

Any failure to comply with this By-Law may result in the application of the sanctions provided for in Section VIII of this By-Law.

3. Scope with Respect to Bidders, Mandataries, Contractors and Consultants

All bidders, whether selected or not by the Municipality, as well as mandataries, contractors, and consultants retained by the Municipality, must comply with this By-Law.

This By-Law is deemed to form part of all tender documents and all contracts awarded by the Municipality.

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

SECTION II – DEFINITIONS

4. Definitions

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

- "Contractor":* Any bidder who has been awarded a contract following a tendering process.
- "Call for Tenders":* A Call for tenders by public procedure or by invitation as required under Sections 29 or 30 of the LCOM. The term "Call for tenders" excludes requests for quotations made when 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, including, without limiting the generality of the foregoing, any notice to bidders, specifications, general and special conditions, bid forms, addenda, the Council resolution awarding the contract, as well as this By-Law.
- In the context of a contract by mutual agreement (private contract), any written agreement describing the conditions binding a supplier to the Municipality with respect to the purchase, lease of goods, or provision of services giving rise to a monetary obligation, as well as any documents complementary to the contract, including this By-Law; the contract may take the form of a purchase order.
- "Private Contract":* A contract entered into otherwise than through a Call for tender's process.
- "Cost Overrun":* Any cost exceeding the initial contract amount submitted by a bidder or supplier.
- "Sustainable Development":* Development that meets the needs of the present without compromising the ability of future generations to meet their own needs. Sustainable development is based on a long-term vision that takes into account the inseparable nature of the

environmental, social, and economic dimensions of development activities.

"Employee": Any person bound by an employment contract with the Municipality, including an officer, General Manager, or any other remunerated holder of a municipal position, except for a member of Council.

"Bidder": Any person who submits a bid during a Call for tender's process.

SECTION III – GENERAL CONSIDERATIONS IN THE AWARDING OF CONTRACTS

5. Group Purchasing

The Municipality may collaborate with other municipalities to establish a group purchasing system for the acquisition of goods and services.

Where such a system is in place and the context is appropriate, the Municipality shall give priority to this practice in the awarding of its contracts.

SECTION IV – RULES APPLICABLE TO PRIVATE CONTRACTS

6. Fair Treatment

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

7. Rules applicable to contracts of \$25,000 or more but below the threshold provided by Law

The Municipality may award, by mutual agreement, a contract involving an expenditure of at least \$25,000, but below the threshold established by a regulation adopted under Section 29 of the LCOM.

8. Measures to Promote Rotation of Contracting Parties – Principles

To ensure the implementation of the rotation provided for in Section 7, the Municipality shall, to the extent possible and barring special circumstances, apply the following measures:

- a) the required level of expertise;
- b) the quality of work, services, or materials previously provided or delivered to the Municipality;
- c) timelines for completion of the work, supply of materials or equipment, or provision of services;
- d) the quality of the goods, services, or work sought;
- e) delivery terms;
- f) maintenance services;
- g) required experience and financial capacity;
- h) price competitiveness, taking into account overall market conditions;
- i) whether the supplier has an establishment within the Municipality;
- j) any other criterion directly related to the market.

9. Measures to Promote Rotation – Implementation

To ensure the implementation of rotation provided for in Section 8, the Municipality shall apply, where possible and unless exceptional circumstances apply, the following measures:

- a) potential suppliers shall be identified prior to awarding the contract. If there is more than one supplier within the Municipality's territory, this identification may be limited to that territory or, where applicable, to the territory of the MRC or any other geographical region deemed relevant given the nature of the contract to be awarded;
- b) once identified, and considering the principles listed in Section 8, rotation among them shall be encouraged unless justified by sound administrative reasons;
- c) The Municipality may issue a call for expressions of interest;
- d) Unless exceptional circumstances apply, the person responsible shall complete the analysis form in Annex III;
- e) For the categories of contracts it designates, for the purpose of identifying potential suppliers, the Municipality may also establish a list of suppliers. Rotation among the suppliers on this list, where applicable, shall 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 purpose of awarding any contract involving an expenditure below the threshold for a contract that may only be awarded following a public call for tenders by open procedure, the Municipality shall promote Québec or otherwise Canadian goods and services, as well as suppliers, insurers, and contractors having an establishment in Québec or elsewhere in Canada.

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

- Where possible, identify Québec or otherwise Canadian goods and services, as well as suppliers, insurers, and contractors having an establishment in Québec or elsewhere in Canada;
- Prepare a list of such identified suppliers and businesses;
- Allow any supplier or business having 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 covered by this section, the Municipality shall give preference to Québec or Canadian suppliers, as well as to businesses having an establishment in Québec or elsewhere in Canada, even if this results in a higher cost, provided that such cost remains reasonable in light of market prices.

10.3 The terms "suppliers, insurers and contractors having an establishment in Québec or elsewhere in Canada" mean a place where a supplier, insurer, or contractor carries on its activities on a permanent basis, 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, manufacturing, assembly, or performance is carried out primarily from an establishment located in Québec or otherwise in Canada.

11. Measures to Promote Sustainable Development

In the awarding of a contract, the Municipality shall promote the responsible procurement of goods and services, taking into account the principles set out in Section 6 of the *Sustainable Development Act*, CQLR c. D-8.1.1.

12. Contracts with a Member of Council, an Officer or an 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 therein, the Municipality reserves the right to enter into a contract for the acquisition or leasing of goods from a business in which a member of Council has an interest, or a contract for the provision of certain manual services by a member of Council or by a business in which the member has an interest.

12.2 In accordance with Section 269.1 of the *Municipal Code of Québec*, and subject to compliance with the conditions set out therein, the Municipality reserves the right to enter into a contract for the acquisition or leasing of goods from a business in which an officer or employee of the Municipality has an interest.

12.3 For the purposes of Sections 12.1 and 12.2, the types of businesses from which goods may be acquired or leased are as follows:

- a) food and restaurant businesses;
- b) gas stations;
- c) pharmacies;
- d) hardware stores;
- e) businesses selling mechanical parts;
- f) businesses renting machinery and tools.

SECTION V – RULES APPLICABLE TO CALLS FOR TENDERS

13. Availability of Tender Documents

For all contracts involving an expenditure equal to or greater than the threshold established by a regulation adopted under the first paragraph of Section 29 of the LCOM, the Municipality shall make its tender documents available through the electronic tendering system approved by the government (SEAO), in accordance with 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 establish a Selection Committee provided for under Sections 55 and 69 of the LCOM in all cases where such a committee is required by Law.

Any selection committee must be composed of at least three members, other than members of Council.

No member of Council, officer, or employee may disclose information that would identify a person as being a member of a Selection Committee.

15. Duties of Selection Committees

The following duties are assigned to selection committees:

- a) to submit to the General Manager a sworn declaration, in the form provided in Annex II of this By-Law, to be renewed annually and signed by each Committee member, in which they solemnly affirm that they will:
 - i) preserve the confidentiality of the committee's deliberations;
 - ii) avoid placing themselves in a situation of conflict of interest or apparent conflict of interest, failing which they will resign from their position on the committee and disclose the interest;
 - iii) evaluate all bids impartially and conduct an individual review of compliant bids received prior to the Committee evaluation;
- b) evaluate each bid independently, without knowledge of the price and without comparing them with one another;
- c) assign a score to each bid for each evaluation criterion;
- d) sign the committee evaluation following deliberation and once consensus has been reached.

Every Selection Committee must also carry out its evaluation in compliance with all applicable provisions of the LCOM and the principle of equality among bidders.

16. Compensation of External Members

Members of the Selection Committee shall not be remunerated.

17. Secretary of the Selection Committee

For each selection committee, the General Manager shall appoint a secretary whose role is to oversee and assist the committee in the analysis of bids.

The secretary shall attend the committee's deliberations but shall not have voting rights.

18. Tender Officer

For each call for tenders, the Municipality shall designate a person responsible for information 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 designated individual.

The designated person shall ensure that all bidders are provided with the same information and shall act in a neutral, consistent, and impartial manner, without showing favoritism.

19. Site Visit

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

Such visits may only be conducted individually and by appointment, in the presence of the tender officer, who shall record all questions in writing and provide the answers to all bidders in the form of an addendum.

SECTION VI – MEASURES APPLICABLE TO BIDDERS

20. Bidder Declaration

Each bidder must include with its bid the following declarations:

- a) a declaration confirming that neither the bidder nor any of its representatives has communicated or attempted to communicate, for the purpose of exerting influence or obtaining information relating to a Call for tenders, with one or more members of the Selection Committee;
- b) a declaration confirming that its bid was prepared and submitted without any collusion, communication, agreement, or arrangement with any other bidder or person to establish the prices to be submitted or to influence the prices submitted;
- c) a declaration confirming that neither the bidder nor any of its representatives or employees has engaged in any influence communication for the purpose of obtaining the contract, or, if such communication has taken place, that registration required by law in the Lobbyists Registry has been completed;
- d) where other influence communications have been made with holders of public office within the Municipality in the six (6) months preceding the contract awarding process, a declaration disclosing the subject of such communications;
- e) a declaration confirming that neither the bidder nor any of its representatives or employees has engaged in acts of intimidation, influence peddling, or corruption;
- f) a declaration indicating whether the bidder has, personally or through its directors, officers, shareholders, or partners, any family, financial, or other relationships with a member of Municipal Council or an employee that could create the appearance of a conflict of interest.

21. Form of Declarations

These declarations must be made using the form set out in Annex I of this By-Law.

22. Prohibition of Gifts, Hospitality, Compensation and Benefits

It is prohibited for a bidder or contractor to offer or provide any gift, hospitality, compensation, or other benefit to a member of Council, a municipal employee, or a member of the Selection Committee.

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

23. Lobbying

It is prohibited for a bidder or contractor to communicate, orally or in writing, with a holder of public office with a view to influencing, or in a manner that could reasonably be considered by the initiator to be capable of influencing, decision-making with respect to:

- 1°. the development, presentation, amendment, or rejection of a regulatory proposal, a resolution, a policy direction, a program, or an action plan;

- 2°. the choice of the method for awarding a contract and the development of that method;
- 3°. the awarding of a contract, other than through a public Call for tenders.

However, such communication is permitted if the means used comply with the law, if it is disclosed in the declaration provided for in Section 20 of this By-Law, and if the person is registered in the Lobbyists Registry maintained under the *Lobbying Transparency and Ethics Act*, CQLR c. T-11.011.

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

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

SECTION VII – MANAGEMENT OF CONTRACT AMENDMENTS

24. Rules Applicable to Contract Amendments

The following rules apply to the amendment of any contract entered into by private agreement that results in increasing its value to more than \$25,000, as well as to any amendment to a contract exceeding \$25,000:

- a) the amendment must be the subject of a written request providing justification from the person responsible for the relevant department and must be submitted to the General Manager;
- b) the amendment must be supported by a recommendation from the General Manager; such recommendation may only be granted on an exceptional basis if the amendment:
 - i) does not alter the nature of the contract and is incidental in nature;
 - ii) was unforeseeable at the time the contract was awarded;
 - iii) is not attributable to the fault of the bidder.
- c) the amendment must have been approved by a resolution of the Municipal Council specifying how it is incidental and unforeseeable and confirming that it is not attributable to the fault of the bidder;
- d) if it is impossible to obtain the authorization of the Municipal Council within the required timeframe due to the nature of site conditions, the Director General may, upon receipt of a request submitted under paragraph a), authorize the person responsible for the relevant department to approve the amendment with the contractor.

25. Amendment to a Private Contract

Any request for a contract amendment may be approved by the person who initially awarded the contract, to the extent permitted by their delegated spending authority, or by Council, but only if it meets the following conditions:

- a) it does not alter the nature of the contract and is incidental in nature;
- b) if the request results in an additional expenditure, it was unforeseeable at the time the contract was awarded;
- c) it is not attributable to the fault of the bidder;

d) if the request must be authorized by Council, it must be supported by a written recommendation from the person responsible for the relevant department, approved by the General Manager.

This section does not prevent the Municipality from providing, within a contract, for a more stringent procedure for approving contract amendments.

SECTION VIII – SANCTIONS MANAGEMENT

26. Sanctions for a Member of Council

Any member of Council who knowingly contravenes an obligation under this By-Law is liable to be declared ineligible for a period of two years to hold office as a member of a municipal council.

Such member may also be held personally liable for any damages resulting from their actions.

27. Sanctions for an Employee

Any employee who contravenes this By-Law is subject to disciplinary measures proportionate to the seriousness of the offence, which may include suspension without pay or dismissal.

The employee may also be held personally liable for any damages resulting from their actions.

28. Sanctions for a Bidder

Any bidder who fails to complete the declaration set out in Annex I may have its 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 where the violation is of sufficient seriousness to justify such a sanction.

The Municipality may exclude, for a period of five years, from any private contract and from any invitation to tender, any bidder whose bid is rejected for the reason set out in the preceding paragraph.

29. Sanctions for a Mandatary or Consultant

Any contract binding a consultant or mandatary to the Municipality who contravenes this By-Law may be terminated.

Furthermore, the Municipality may, if the seriousness of the violation justifies it, exclude the mandatary or consultant for a period of five years from any private contract and from any invitation to tender.

30. Sanctions for a Member of a Selection Committee

Any member of a selection committee who contravenes this By-Law shall be removed from the list of candidates eligible to sit on a selection committee.

If the individual is an employee of the Municipality, they shall be subject to the sanctions provided for in Section 27.

31. Penal Sanctions

Any person who makes a false declaration under Section 20 or contravenes Sections 22 or 23 is liable to a maximum fine of \$1,000 for a first offence and \$2,000 in the case of a repeat offence.

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

SECTION IX – DELEGATION OF POWERS

32. Delegation to Officers and Employees

The authority to authorize expenditures and to enter into contracts specifically provided for in this by-law is delegated to the following officers and employees:

- General Manager and Clerk-Treasurer
- Assistant General Manager and Clerk-Treasurer
- Director of Urban Planning and Environment
- Responsible of Public Works
- Fire Chief

33. Delegation of Expenditures and Contracts

The expenditures and contracts for which the persons referred to in the preceding section are granted delegated authority are as follows:

33.1 – General Manager and Clerk-Treasurer

- a) the leasing or purchase of goods or office supplies up to a maximum of \$50 000;
- b) expenditures related to the execution of repair or maintenance work that does not constitute construction or improvement work within the meaning of the *Act Respecting Municipal Works* (CQLR, c. T-14), up to \$50 000;
- c) professional services fees up to \$50 000;
- d) training, conference or seminar expenses for officers and employees, up to a maximum of \$3,000 per expense per employee;
- e) the hiring of any officer or employee who is an employee within the meaning of the *Labour Code*.

33.2 – Assistant General Manager and Clerk-Treasurer

- a) the leasing or purchase of goods or office supplies up to a maximum of \$15,000 per expenditure or contract;
- b) expenditures related to repair or maintenance work not constituting construction or improvement work, up to \$15,000 per expenditure or contract;
- c) expenditures for professional services up to \$15,000 per expenditure or contract.

33.3 – Director of Urban Planning and Environment

- a) the leasing or purchase of goods or supplies up to \$15,000 per expenditure or contract;

- b) expenditures related to repair or maintenance work not constituting construction or improvement work, up to \$15,000;
- c) expenditures for professional services up to \$15,000 per expenditure or contract;
- d) expenditures for services, training, conferences or seminars for officers and employees, up to a maximum of \$2,000 per expense per employee.

33.4 – Responsible of Public Works

- a) the leasing or purchase of goods or supplies up to \$15,000 per expenditure or contract;
- b) expenditures related to repair or maintenance work not constituting construction or improvement work, up to \$15,000;
- c) expenditures for professional services up to \$15,000 per expenditure or contract;
- d) expenditures for services, training, conferences or seminars for officers and employees, up to a maximum of \$2,000 per expense per employee.

33.5 – Fire Chief

- a) the leasing or purchase of goods or supplies up to \$15,000 per expenditure or contract;
- b) expenditures related to repair or maintenance work not constituting construction or improvement work, up to \$15,000;
- c) expenditures for professional services up to \$15,000 per expenditure or contract;
- d) expenditures for services, training, conferences or seminars for officers and employees, up to a maximum of \$2,000 per expense per employee.

The expenditures and contracts for which the individuals listed are delegated authority are adjusted for inflation on January 1st of each year.

34. Authorization of Expenditures

Any authorization of expenditure granted under this By-Law must, to be valid, have sufficient appropriations in the relevant budget account.

The officer or employee who authorizes an expenditure shall record it in a report submitted to Council at the first regular meeting held after the expiry of a period of 25 days following the authorization.

Payment associated with expenditures and contracts entered into in accordance with this By-Law may be made by the General Manager and Clerk-Treasurer or by the Assistant General Manager and Clerk-Treasurer without further authorization, out of the Municipality's funds, and such payment must be reported in the report submitted to Council in accordance with Section 961.1 of the *Municipal Code*.

35. Authorized Payments

In addition to the payments authorized under Section 34 of this By-Law, the General Manager and Clerk-Treasurer and the Assistant General Manager and Clerk-Treasurer are authorized to issue cheques for the payment of the following accounts, even prior to subsequent approval by Council, namely:

- 1) salaries;
- 2) source deductions, including the employer's portion;
- 3) contributions made under a government plan;

- 4) payments made pursuant to an enforceable claim or under Sections 247 and 249 of the *Act Respecting Municipal Taxation*;
- 5) debt service payments due to banks and other financial institutions;
- 6) payments of utility bills for monthly or periodic consumption statements;
- 7) payments made under a service contract entered into between the Municipality and a third party, where the terms of such payments are specified therein;
- 8) payments for licences and permits required for the Municipality's operations;
- 9) any other payment required to obtain documents, goods, or services necessary for day-to-day operations, where such items can only be obtained on a cash payment basis;
- 10) reimbursement of expenses incurred by municipal employees or members of Council in the performance of their duties;
- 11) payment of election or referendum expenses incurred or authorized by the Clerk-Treasurer acting as returning officer within the meaning of the applicable legislation.

36. Budget Monitoring

In accordance with the requirements of the *Municipal Code of Québec*, in particular Sections 961.1 and 961.2, the general administration must ensure periodic monitoring of budget execution in order to:

- a) compare actual revenues and expenditures with budget forecasts;
- b) identify any significant variances;
- c) anticipate any risk of deficit or budget overrun;
- d) recommend to the Municipal Council appropriate corrective measures, including budget transfers or adjustments.

The Clerk-Treasurer shall file, at the last regular Council meeting held at least four weeks before the meeting at which the budget for the following fiscal year must be adopted, two comparative statements in accordance with Section 176.4 of the *Municipal Code*.

SECTION X – ADMINISTRATIVE AND FINAL PROVISIONS

37. Application of the By-Law

The application of this By-Law is under the responsibility of the General Manager of the Municipality. The General Manager is responsible for preparing the report that must be submitted annually to Council regarding the application of this By-Law, in accordance with Section 938.1.2 of the *Municipal Code*.

38. No Retroactive Effect

This By-Law has no retroactive effect.

However, its provisions apply to contract awarding processes that are ongoing at the time of its coming into force.

39. Replacement

This By-Law replaces and repeals the Contract Management Policy, which has been deemed, since January 1st, 2018, to be a By-Law on contract management.

This By-Law replaces and repeals By-Law number 2019-003, "By-Law to authorize expenditures and enter into contracts".

This By-Law replaces and repeals By-Law number 2017-002, "By-Law delegating to an officer or employee the authority to establish a selection committee".

This By-Law replaces any provision inconsistent with this By-Law.

40. Language

In case of difference between the French and English versions, the French version prevails.

41. Effective date

The present By-Law comes into effect the day of its publication.

Jason Morrison
Mayor

Natalie Black
General Manager and
Clerk-Treasurer

Notice of motion:	April 13 th , 2026
Presentation and deposit of the Draft By-Law:	April 13 th , 2026
Adoption of By-Law:	June 1 st , 2026
Notice of coming into effect:	June 5 th , 2026



ANNEXE I

DÉCLARATION DU SOUMISSIONNAIRE

Je soussigné(e) en présentant la soumission ou offre ci-jointe (ci-après la soumission) à

(Nom du destinataire de la soumission)

À la suite de l'appel d'offres numéro :

Lancé par :

(Nom de la Municipalité)

déclare ce qui suit et certifie que ces déclarations sont vraies et complètes à tous les égards.

Je déclare au nom de

(Nom du soumissionnaire; ci-après désigné comme « le soumissionnaire »)

Que :

1. J'ai lu et je comprends le contenu de la présente déclaration;
2. Je sais que la soumission ci-jointe peut être disqualifiée si les déclarations contenues à la présente déclaration ne sont pas vraies ou complètes à tous les égards;
3. Je sais que le contrat, s'il m'est octroyé, peut être résilié si les déclarations contenues à la présente déclaration ne sont pas vraies ou complètes à tous les égards;
4. Toutes les personnes dont les noms apparaissent sur la soumission ci-jointe ont été autorisées par le soumissionnaire à fixer les modalités qui y sont prévues et à signer la soumission en son nom;
5. Ni le soumissionnaire ni aucun de ses représentants ou employés n'a communiqué ou tenté de communiquer dans le but d'exercer une influence ou dans le but d'obtenir des informations relativement à un appel d'offres, avec un ou des membres du comité de sélection;
6. Sa soumission a été préparée et déposée sans qu'il n'y ait eu collusion, communication, entente ou arrangement avec tout autre soumissionnaire ou personne pour convenir des prix à soumettre ou pour influencer les prix soumis;
7. Que ni le soumissionnaire ni aucun de ses représentants ou employés ne s'est livré à une communication d'influence aux fins de l'obtention du contrat ☐ **Cocher**

OU

8. Que le soumissionnaire a effectué toutes les inscriptions exigées en vertu de la loi au Registre des lobbyistes; ☐ **Cocher**
9. Que les communications d'influence suivantes ont été effectuées par le soumissionnaire, ses représentants ou employés auprès des titulaires de charge publique de la Municipalité dans les six (6) mois précédant le processus d'octroi du contrat :

☐ **Non**

☐ **Oui**

Si vous avez coché oui, inscrire les détails relatifs aux communications d'influence :

10. Que ni le soumissionnaire ni aucun de ses représentants ou employés ne s’est livré à des gestes d’intimidation, de trafic d’influence ou de corruption;
11. Que le soumissionnaire n’entretient ni personnellement ni par le biais de ses administrateurs, dirigeants, actionnaires ou associés, avec un membre du Conseil municipal ou un employé de la Municipalité, des liens familiaux, financiers ou autres, de nature à créer une apparence de conflit d’intérêts; ☐ **Cocher**

OU

12. Que le soumissionnaire entretient les liens suivants avec un membre du conseil municipal ou un employé de la Municipalité :

Nom	Lien

Date

Nom

Signature

ANNEXE II

DÉCLARATION D'UN MEMBRE D'UN COMITÉ DE SÉLECTION

Je, soussigné(e), membre du Comité de sélection relativement à l'appel d'offres numéro _____, déclare solennellement m'engager à :

- i) préserver le secret des délibérations du Comité;
- ii) éviter de me placer dans une situation de conflit d'intérêts ou d'apparence de conflit d'intérêts, à défaut de quoi je démissionnerai de mon mandat de membre du comité et dénoncerai mon intérêt;
- iii) évaluer toutes les soumissions sans partialité et procéder à l'analyse individuelle des soumissions conformes reçues, et ce, avant l'évaluation en comité.

ET J'AI SIGNÉ :

ANNEXE III

FORMULAIRE D'ANALYSE POUR LE CHOIX D'UN MODE DE PASSATION

BESOIN DE LA MUNICIPALITÉ		
Objet du contrat		
Objectifs particuliers (économies souhaitées, qualité, environnement, etc.)		
Valeur estimée de la dépense (incluant les options de renouvellement)		Durée du contrat
MARCHÉ VISÉ		
Région visée	Nombre d'entreprises connues	
Est-ce que la participation de toutes les entreprises connues est souhaitable?	Oui ☐	Non ☐
Sinon justifiez		
Estimation du coût de préparation d'une soumission		
Autres informations pertinentes		
MODE DE PASSATION CHOISI		
Gré à Gré ☐	Appel d'offres sur invitation ☐	
Demande de prix ☐	Procédure ouverte ☐	
Dans le cas d'un contrat passé de gré à gré, les mesures du Règlement de gestion contractuelle pour favoriser la rotation ont-elles été considérées?	Oui ☐	Non ☐
Si oui, quelles sont les mesures concernées?		
Sinon, pour quelle raison la rotation n'est-elle pas envisageable?		
SIGNATURE DE LA PERSONNE RESPONSABLE		
Prénom, nom	Signature	Date