



BY-LAW NO. RCM-117

BY-LAW CONCERNING CONTRACT MANAGEMENT

Notice of motion	May 11, 2026
Tabling	May 11, 2026
Adoption	June 15, 2026
Coming into force	June 19, 2026

Regular meeting of the municipal council of the City of Dorval held on June 15, 2026, at 7 p.m. Mayor Marc Doret presides over the meeting.

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WHEREAS every municipality must adopt a by-law concerning contract management in accordance with section 7 of the *Act respecting contracting by municipal bodies (chapter C-65.01)*;

WHEREAS it is necessary to replace the City of Dorval's *Contract Management By-Law* adopted on March 21, 2022, to reflect the City of Dorval's current practices and to take into account recent legislative amendments;

WHEREAS notice of motion of *By-law no. RCM-117 concerning contract management* was given at the regular meeting held on May 11, 2026;

WHEREAS *Draft By-law no. RCM-117 concerning contract management* was tabled at the regular meeting held on May 11, 2026.

The municipal council hereby decrees and ordains as follows:

CHAPTER I GENERAL PROVISIONS

1. This by-law is intended to establish the rules governing the awarding of contracts by the City involving an expenditure below the threshold for a contract that may only be awarded through an open procedure. It is also intended to introduce the measures required under section 8 of the *Act respecting contracting by municipal bodies (chapter C-65.01)*.

CHAPTER II DEFINITIONS

2. For the purposes of this by-law, unless the context indicates otherwise, the following definitions shall apply:

“City”: City of Dorval or any person authorized to act on its behalf;

“Co-contractor”: the natural or legal person to whom a contract has been awarded;

“Conflict of interest”: a conflict of interest exists where there is a risk, in the eyes of a reasonably informed person, that the personal interest or the duty owed to a third party by the tenderer or the co-contractor, by one of its officers or directors, by one of its employees assigned to carry out the contract in question, by a subcontractor, or by an employee of a subcontractor assigned to the fulfilment of the contract in question, may impair their duties toward the City;

“Contract”: an agreement of will by which one or more persons bind themselves to one or more others to perform an obligation;

“Expenditure”: the amount of the contract, including applicable taxes, as well as the value of any renewal and any option provided for in the contract;

“Director general”: The Director General of the City and, in the event of that person’s absence, inability or refusal to act, or if the position is vacant, the Assistant Director General or the director designated to replace them;

“Department”: the City department responsible for the operational management of the contract in question;

“Supplier”: a person able to provide goods or services or to carry out work that meets the requirements and needs expressed by the City;

“Mutual agreement”: a method of awarding a contract other than through an open procedure or by written invitation;

“Business ties”: the following are deemed to have business ties:

- (a) a person in a position to influence the activities of another, meaning that the relationship between them is such that the person has the ability to exercise, directly or indirectly, control over, or a significant influence on, decisions relating to the other’s financing or operations;
- (b) a natural person and a legal person of which at least 75% of the issued and voting shares of its capital stock are owned by that natural person;
- (c) legal persons that are closely related;

“Family ties”: the following are deemed to have family ties:

- (a) natural persons where one is, in relation to the other, an ascendant, a descendant, a brother or a sister;
- (b) spouses;
- (c) natural persons where one is the son, daughter, father or mother of the other’s spouse;

- (d) natural persons where one is the spouse of the other's son, daughter, father or mother;

"Tender period": the period between the launch of an open procedure or written invitation and the awarding of a contract;

"Open procedure": a contract-awarding procedure as defined in the *Act respecting contracting by municipal bodies*;

"Tender": a written act by which a natural or legal person undertakes towards the City to sell, purchase or lease a good or a service, or to execute work;

"Tenderer": a natural or legal person who obtains the tender documents or who responds to a call for tender as part of an open procedure or a written invitation;

"Public office holder": an elected municipal officer, officer or employee of the City.

CHAPTER III ENFORCEMENT

3. Scope of the by-law

This by-law applies to any process relating to the conclusion of a contract by the City, as well as to any subcontract directly or indirectly related to such a contract, regardless of its value, with the exception of employment contracts.

4. Persons responsible for enforcement

Unless otherwise provided, the Director General and the City Clerk are responsible for enforcing this by-law.

CHAPTER IV MEASURES PROMOTING COMPLIANCE WITH APPLICABLE LAWS AIMED AT COMBATING BID-RIGGING

5. Reporting situations of collusion, bid-rigging, influence peddling, intimidation and corruption

Any elected municipal officer, officer or employee of the City who becomes aware of, or witnesses, a situation of collusion, bid-rigging, influence peddling, intimidation or corruption must report it to the City Clerk, who shall inform the Director General. If the situation concerns that person, it shall then be reported to the Assistant Director General. The receipt and follow-up of such a complaint must be carried out in a manner that ensures the confidentiality of the complainant's identity, to the extent provided by the law.

It is prohibited to retaliate against an officer or employee, or to order such retaliation, on the ground that the person made a report or cooperated in good faith in an investigation resulting from such a report. The following are deemed to constitute retaliation against an officer or employee:

- (a) any disciplinary sanction imposed on the person;
- (b) the person's demotion;
- (c) the person's dismissal;
- (d) any measure adversely affecting the person's employment or working conditions;

- (e) any threat to take any of the measures set out in subparagraphs (a) to (d).

The second paragraph does not prevent the City from suspending, dismissing or reassigning an officer or employee for just and sufficient cause, the burden of proof of which lies with the City.

6. Confidentiality and discretion

Elected municipal officers, officers and employees of the City must, in the course of any contract-awarding process, exercise discretion and ensure the confidentiality of the information that is shared with them.

7. Confidentiality obligation of representatives and consultants

Any representative or consultant mandated by the City to prepare the documents for a call for tenders, or to assist the City in such a process, must preserve the confidentiality of the mandate, of all work executed under that mandate, and of any information brought to their attention in the course of its execution.

When required for the purpose of carrying out the mandate, the representative or consultant may, with the City's written consent, share information relating to the mandate. Any person with whom the information is shared must comply with the provisions of this by-law, as well as with those of the *Act respecting Access to documents held by public bodies and the Protection of personal information (Chapter A-2.1)* and any subsequent amendments.

8. Tenderer declaration

Every tenderer must attach to its tender, in accordance with the requirements of the tender specifications, the "*City of Dorval declaration of the tenderer*" form, duly completed and signed by an authorized representative, declaring that the tenderer has not acted, in the course of this contract-awarding process, in contravention of the *Competition Act (chapter C-34)* or any other law aimed at combating bid-rigging. If the tenderer is a consortium or an unincorporated joint venture (for example, a consortium created for a specific contract), each of its members must submit this attestation.

CHAPTER V

MEASURES TO ENSURE COMPLIANCE WITH THE LOBBYING TRANSPARENCY AND ETHICS ACT AND THE CODE OF CONDUCT ADOPTED UNDER THAT ACT

9. Verification of registration in the Registry of Lobbyists

When a business communicates with a representative of the City, that communication may constitute lobbying activities subject to the *Lobbying Transparency and Ethics Act (CQLR c T-11.011)* or to the *Lobbyists' Code of Conduct*.

Lobbying activities are oral or written communications with a public office holder for the purpose of influencing, or that may reasonably be considered as likely to influence, decision making relating to a contract.

To ensure that the provisions of the Act or the Code are respected:

- (a) the elected municipal officer, officer or employee must verify whether the person seeking to influence them (the lobbyist) is registered in the Registry of Lobbyists and whether that registration (mandate and subject matter of the activities) accurately reflects the lobbying activities carried out by them;

- (b) in the event of non-compliance with the Act or the Code, including refusal to register in the registry, the elected municipal officer, officer or employee must inform the lobbyist, refrain from dealing with them, and bring the situation to the attention of the Commissioner of Lobbying of Quebec, any violation of the Act or the Code.

The following activities are, however, excluded from the application of the Act:

- (a) representations made solely for the purpose of promoting a product or service;
- (b) the mere filing of a tender by a business following an open procedure;
- (c) representations made in the context of negotiating, after the contract has been awarded, the conditions governing its execution;
- (d) representations made in response to a written request from a representative of the City.

10. Tender period

During the tender period, a tenderer or any person acting on behalf of the tenderer is prohibited from engaging in a communication of influence with a public office holder or a representative of the City in connection with the contract-awarding process, even if the person is registered in the Registry of Lobbyists.

11. Conservation of information relating to a communication of influence

Elected municipal officers, officers and employees of the City must submit, where applicable, in paper or electronic form, all documents—such as agendas, emails, telephone call summaries, letters, meeting notes, presentation materials, service proposals, faxes and similar documents—relating to any communication of influence, whether or not that communication was made in compliance with the Act or the above-mentioned Code, to the Legal Affairs Department.

CHAPTER VI MEASURES AIMED AT PREVENTING ACTS OF INTIMIDATION, INFLUENCE PEDDLING OR CORRUPTION

12. Tenderer communications

During the tender period, the tenderer or any person acting on behalf of the tenderer is prohibited from communicating with any person other than the person responsible for that open procedure or written invitation regarding that procedure, except where expressly permitted by the Act.

13. Establishment of a selection committee

A selection committee is required for any contract awarded by means of an overall criteria evaluation system or a system in which knowledge of the price is deferred. The Director General appoints the members of every selection committee, on the recommendation of the Material Resources Division, in accordance with the following rules:

- (a) give preference, to the extent possible, to individuals who have no hierarchical relationship with one another;
- (b) not appoint a member of the municipal council;
- (c) ensure that the selection committee is composed of at least three assessors;

- (d) members must be impartial and have no direct or indirect interest in the subject matter of the open procedure.

14. Secretary of the selection committee

The Director General appoints the secretary of the selection committee. The secretary supports the members of the selection committee and coordinates the assessment of the tenders. The secretary ensures that the preparation, management and monitoring of a selection committee are carried out with rigour and transparency. The secretary is not an assessor of the selection committee. During the committee's deliberations, the secretary has no voting rights, but provides technical support in the formulation of the committee's recommendation. The secretary serves as the liaison between the members of the selection committee and the officer or employee responsible for the department concerned by the contract-awarding process. The secretary must preserve the confidentiality of the identity of the members of the selection committee.

15. Obligations of members of the selection committee

As part of the analysis of a contract covered by section 11 of the *Act respecting contracting by municipal bodies*, every member of a selection committee must, without delay, disclose to the secretary of the selection committee any personal or business relationships they have:

- (1) with one of the tenderers;
- (2) with one of the partners of a tenderer and, where applicable, one of its officers, if the tenderer is a general partnership, a limited partnership or a joint venture;
- (3) with one of the directors of a tenderer and, where applicable, one of its officers, as well as with any person who holds shares in its share capital conferring at least 10% of the voting rights that may be exercised in all circumstances and that are attached to the shares of the legal person, if the tenderer is a legal person.

16. Confidentiality

The composition of the selection committees, the documents consulted, the deliberations and the recommendations issued are confidential. All documents relating to the work of a selection committee, including the personal notes and the individual assessment of each of its members, must be conserved by the City for the period required for this type of document under the City's conservation calendar, which period may not, however, be less than one year following the end of the contract.

Before assuming their duties, the secretary and the members of the selection committee must undertake to:

- (a) assess the tenders submitted in an impartial manner;
- (b) conduct an individual assessment of each tender;
- (c) maintain the confidentiality of the mandate entrusted to them;
- (d) take appropriate measures to ensure the integrity of the contract
- (e) awarding process.

Notwithstanding the foregoing, in the case of engineering, architecture or design competitions, the composition of selection committees is not confidential.

17. Obligations of public office holders

At all times, every public office holder must preserve the confidentiality of the identity of the members of a selection committee, except for those appointed in the context of engineering, architecture or design competitions.

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

Every tenderer must affirm, by means of the "*City of Dorval declaration of the tenderer*" form, that to the best of their knowledge and following serious verification, neither they nor any employee, officer, director or shareholder of their business has communicated or attempted to communicate with a member of the selection committee, if any, for the purpose of influencing them or obtaining information relating to the contract-awarding process.

The tenderer must also declare that they prepared their tender without collusion and without having communicated with, or entered into any agreement or arrangement with, a competitor.

The tenderer must also declare that there has been no agreement or arrangement with a competitor regarding prices, the methods, factors or formulas used to establish prices, the decision to submit or not to submit a tender, the submission of a tender that does not meet the specifications of the open procedure, whether directly or indirectly, prior to the earlier of the following dates: the time of the official tender opening or the awarding of the contract.

19. Benefits to an elected municipal officer, officer or employee

It is strictly prohibited for a tenderer or a business to offer a donation, payment, gift, remuneration or any other benefit to an elected municipal officer, officer or employee.

20. Exceptions relating to gifts and other benefits

Notwithstanding section 19, an elected municipal officer, officer or employee of the City may:

- (a) attend an event sponsored by a current or potential business of the City, where several representatives of public bodies, municipal bodies or any grouping of such bodies are invited;
- (b) represent the City in the context of an activity attended by current or potential businesses of the City, where the cost associated with their participation is borne by the City.

21. Conviction

Every tenderer must declare any conviction or admission of guilt to the effect that they prepared a tender in collusion, or through communication, agreement or arrangement with a competitor, which resulted in a five-year period of ineligibility to submit a tender in response to a call for tenders or to obtain a contract with the municipality.

22. Mandatory site visit

When a mandatory site visit is required as part of a contract-awarding procedure, the head of the Material Resources Division must invite each tenderer individually by arranging the appointment schedule in a manner that prevents tenderers from encountering one another, all in compliance with the provisions regarding tenderer identity non-disclosure.

Responses to questions submitted by tenderers must be communicated through an addendum issued to all tenderers, except for clarification questions, which may be communicated solely to the tenderer concerned.

**CHAPTER VII
MEASURES AIMED AT PREVENTING CONFLICT-OF-INTEREST SITUATIONS**

23. Disclosure of interests by officers or employees

As soon as an officer or employee becomes aware that they have family ties, business ties or pecuniary interests that give rise to the appearance of a conflict of interest with a tenderer following the opening of tenders or the awarding of a contract, they must disclose it to the Director General or the City Clerk.

24. Disclosure of interests by the tenderer

Every tenderer must declare, by means of the "*City of Dorval declaration of the tenderer*" form, whether they personally, or through their directors, shareholders or officers, have any family or financial ties, whether directly or indirectly, with members of council or with the officers or employees of the City.

**CHAPTER VIII
MEASURES AIMED AT PREVENTING ANY OTHER SITUATION LIKELY TO
COMPROMISE THE IMPARTIALITY AND OBJECTIVITY OF THE CALL FOR
TENDERS PROCESS AND THE RESULTING CONTRACT MANAGEMENT**

25. Loyalty

No person may, directly or indirectly, in the context of the preparation, submission, conclusion or performance of any contract, commit or attempt to commit fraud, a fraudulent act, or participate or attempt to participate in any other act likely to affect the integrity of the contract-awarding process or its performance.

26. Respect for the decision making process

No person may:

- (a) disclose the name of a potential or actual tenderer before the tenders have been opened;
- (b) communicate with a tenderer during the tendering period, unless extraordinary circumstances justify it, and only with the express written authorization of the Director General.

**CHAPTER IX
MEASURES AIMED AT REGULATING THE DECISION MAKING PROCESS
RELATING TO A CONTRACT AMENDMENT AUTHORIZATION**

27. General rule

A contract that has been awarded may not be amended, except where the amendment is accessory to the contract and does not change its nature.

28. Accessory nature of an amendment

To determine whether an amendment is accessory in nature, the City considers, in particular, the following factors:

- (a) whether the contract is for a fixed or unit price;
- (b) whether performance of the initial contract becomes impracticable, impossible, unachievable or unworkable without the amendment;
- (c) whether the goods, services or work covered by the amendment could reasonably have been foreseen and included in the initial contract;
- (d) the cost of the amendment in relation to the value of the awarded contract;
- (e) the site where the additional work is executed or the nature of the additional goods required;
- (f) the context in which the amendment is to be executed;
- (g) the methods, practices, parts, accessories, tools or equipment required to perform the work covered by the amendment.

29. Approval process for a contract amendment

The approval process for contract amendments corresponds to the approval thresholds set out in the *Interior By-law RCM-115 of the municipal council concerning the delegation of powers to officers and employees* in force.

**CHAPTER X
METHODS OF SOLICITING TENDERS AND AWARDING CONTRACTS**

30. Measures promoting responsible procurement under the *Sustainable Development Act*

To meet the obligations arising from both *the Act respecting contracting by municipal bodies* and the *Sustainable Development Act (chapter D-8.1.1)*, the City shall implement the following measures:

- (a) Adopt a responsible procurement policy within 12 months of the adoption of this by-law, which must take into account the general rules set out in section 6 of the *Sustainable Development Act* and any applicable amendments, as well as the analytical frameworks designed to integrate sustainable development principles into municipal employees' decision-making.
- (b) Establish a sustainable development working group whose members are appointed by the Director General and which must be composed of at least three members selected from among the City's management-level employees.
- (c) The committee must meet at least twice a year and submit an annual report to the Director General detailing the measures implemented and

the follow-ups carried out in to comply with the criteria set out in section 6 of the *Sustainable Development Act* and any applicable amendments.

- (d) Provide for the possibility of including in the call for tender documents, for any contract below the expenditure threshold of a contract that may only be awarded through an open procedure, a benefit in the form of a preferential margin not exceeding 10% of the tender price for any tenderer demonstrating specifications related to sustainable development and the environment.
- (e) Develop responsible production and consumption practices that promote eco-efficiency, reuse, and the repurposing of goods within the organization.

31. Measures to promote Quebec or otherwise Canadian purchasing

For the purpose of awarding any contract by means of a written invitation or by mutual agreement of \$10 000 and more, the City must solicit, where such firms can be found, at least two companies capable of executing the contract that offer Quebec or otherwise Canadian goods or services, or that have an establishment in Quebec or elsewhere in Canada.

For the purposes of this section, an establishment in Quebec means any place where a company carries out its activities on a permanent basis, that is clearly identified in its name, and that is accessible during normal business hours. Quebec goods and services are those for which the majority of the design, manufacturing, assembly, and production is carried out from an establishment located in Quebec.

The City may award a contract by mutual agreement to a supplier with an establishment within the municipality's territory who did not submit the lowest price, provided that the quality of the supplier's service offering is at least equivalent and that the supplier's tender does not exceed by more than 10% the best price obtained from a supplier established outside the City's territory.

32. Mutual agreement contracts and measures promoting the rotation of co-contractors

Subject to compliance with the measures to promote Quebec or otherwise Canadian purchasing set out in section 31, the City may conclude by mutual agreement any contract involving an expenditure of \$25 000 or more but below the expenditure threshold of a contract that may only be awarded by means of an open procedure.

Any request for professional services of \$60 000 or more must include an evaluation grid based on an overall criteria evaluation system or using a system in which knowledge of the price is deferred. This amount is indexed each time a by-law of the Minister of Municipal Affairs modifies the threshold set out in section 29 of the *Act respecting contracting by municipal bodies*, by the same percentage.

If the City does not find any company that meets the criteria set out in section 31, it must, to award a contract by mutual agreement, ensure that it has solicited at least two companies capable of executing the contract.

33. Analysis form for awarding a contract

The "*Analysis form for awarding a contract*," duly completed by the person responsible for the project, must be submitted to the Material Resources Division for evaluation for any contract involving an expenditure of more than \$25 000.

CHAPTER XI SUPPLIER PERFORMANCE EVALUATION

34. Performance evaluation

The City may evaluate a company in accordance with the procedure set out in its *Supplier Performance Evaluation Policy*, in its most recent version, and in compliance with the provisions established for that purpose in the *Act respecting contracting by municipal bodies*. This evaluation is mandatory for any contract of \$500 000 or more.

CHAPTER XII PENAL PROVISIONS

35. Elected municipal officer

An elected municipal officer who contravenes this by-law is liable to the sanctions provided for in section 125 et seq. of the *Act respecting contracting by municipal bodies*.

36. Employee

An employee who contravenes this by-law is liable to the sanctions provided for in section 125 et seq. of the *Act respecting contracting by municipal bodies*.

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

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

37. Tenderer

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

In the event of non-compliance with the *Lobbying Transparency and Ethics Act*, the *Code of Conduct for Lobbyists*, or any notice issued by the Commissioner of Lobbying of Quebec, the City may reject a tender, refuse to enter into a contract, or terminate a contract if the non-compliance is discovered after the contract has been awarded.

38. Co-contractor

In addition to any penalty, it may impose under the contract binding the parties, the City may unilaterally terminate the contract with a co-contractor that contravenes this by-law.

39. Member of a selection committee

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

40. Transitional measures

This by-law applies to any contract for which the award process began after the date on which this by-law came into force.

**CHAPTER XIII
FINAL PROVISIONS**

41. Coming into force

This by-law repeals and replaces *By-law RCM-89-2022*.

MAYOR

CITY CLERK