

RECEPTION, TRANSPORTATION AND DISPOSAL OF HOUSEHOLD WASTE

PARTICULAR CONTRACT SPECIFICATIONS

MRC-2024

TABLE OF CONTENTS

1. INSTRUCTIONS / NOTICE TO TENDERERS.....	3
1.1 Purpose of the Tender	3
1.2 Contact Person	3
1.3 Reserve Clause	3
2. QUANTITIES.....	3
3. BID SECURITY	3
4. CONTRACT GUARANTEE	3
4.1 Performance Bond	4
4.2 Surety Bond.....	4
5. PUBLIC LIABILITY INSURANCE	4
5.1 Reach of Insurance.....	4
5.2 Additionally Insured.....	4
5.3 Insurance Limits.....	4
5.4 Duration of the Policy	4
5.5 Termination or Reduction of Guarantees.....	4
5.6 Proof of Insurance.....	4
6. AUTO INSURANCE	5
7. CERTIFICATE OF CSST COMPLIANCE	5
8. QUEBEC INCOME STATEMENT.....	5
9. CONTRACT MANAGEMENT POLICY AND DECLARATION OF BIDDER	5
10. SUBMISSION	5
10.1 Date and Time limit for the Submission of Tender.....	5
10.2 Opening of Tenders	6
10.3 Format	6
11. DURATION OF CONTRACT	6
12. PREPARATION OF THE TENDER	6
12.1 Charges for Tender.....	6
12.2 Inspection of Documents and Sites.....	6
12.3 Verbal Information.....	6
12.4 Ambiguities and Omissions.....	6
12.5 Pricing.....	7
12.6 Experience.....	7
12.7 Knowledge of the Territory	7
12.8 Schedule.....	7
12.9 Penalties	7
12.10 Environmental Emergency Plan.....	8
12.11 Insurance	8
12.12 Additional Elements.....	8
12.13 Administrative and Organizational Structure.....	8
12.14 Disposal Facility Agreement	8
12.15 Other Information Required	8
12.16 Evaluation criteria.....	8

ANNEXE A – Politique de gestion contractuelle et déclaration du soumissionnaire

1. INSTRUCTIONS / NOTICE TO TENDERERS

1.1 Purpose of the Tender

The Pontiac MRC, hereafter cited as [MRC], is requesting submissions for the reception, transportation and disposal of household waste generated on its territory. The Contractor will have as a responsibility to remove household waste from the reception sites owned by the municipalities and to transport it to a disposal facility certified by the Ministry of the Environment and the Fight against Climate Change, Wildlife and Parks [MELCCFP]. The Contractor will also have to ensure that all household waste is disposed of in this disposal facility.

1.2 Contact Person

All information regarding the present call for tenders can be obtained from Madame Natacha Guillemette, Administrative Assistant, by phone at 819 648-5689, extension 212, or by e-mail at the following address: n.guillemette@mrcpontiac.qc.ca. Madame Natacha Guillemette is the only authority capable of emitting addenda for the present call for tenders.

1.3 Reserve Clause

The MRC does not commit to accepting the lowest, nor the highest scoring of the evaluated submissions, or any of the submitted offers.

2. QUANTITIES

The bidder must refer to Section 4 of the *Technical Specifications* for the interpretation of the quantities for the present call for tenders. Please be advised that these quantities are for information only and the MRC does not accept responsibility for their accuracy.

3. BID SECURITY

All tenders deposited must be accompanied by a bid security in the amount equivalent to 10% of the total submission, in one of the following forms:

- a) Certified cheque or irrevocable indemnity letter from a chartered bank or credit union, issued to the order of the MRC Pontiac;
- b) A bid bond from an insurance company having a license issued under *l'Autorité des marchés financiers* to transact surety insurance in Quebec;
- c) A bid bond from a financial institution governed by *An Act respecting banks and banking* (R.S.C. ch. B-1.01, appendix I or the *Act respecting financial services cooperatives* (R.S.Q. ch.C-4.1) and established in Quebec.

Whichever form of bid security is selected by the bidder, **it must be accompanied by a letter of indemnity** from a business described in points b) or c) above, guaranteeing the issuance of a performance bond and a third-party bond, as required, and complying with the requirements of clause 4.

This bond and letter of indemnity must be valid for a period of ninety (90) days from the date of bid opening.

The bid securities will be returned to the bidders whose tenders are not accepted as soon as the MRC has awarded the contract to the successful bidder.

4. PERFORMANCE BOND AND SURETY BOND

4.1 Performance Bond

Within fifteen (15) days of the contract being awarded by resolution, the bidder must replace its certified cheque or bid bond with a contract performance bond for 50% of the amount of the accepted bid, including taxes and the contractor's obligations for wages, materials and services in favour of the client.

The value of the bond required must correspond to fifty percent (50%) of the total bid price including taxes; this bond must be issued by an insurer holding an insurer's licence in compliance with the laws in force in Quebec, authorizing it to practice the activity of surety in accordance with the Act.

The purpose of the contract performance bond is to guarantee to the MRC that the successful bidder will execute the said contract in accordance with the relevant conditions, plans and specifications. The surety shall be jointly and severally liable with the successful tenderer to the MRC for the performance of the work in accordance with the successful tenderer's contract. The surety may not be called upon to disburse more than 50% of the tender amount, including taxes.

4.2 Bonding of obligations to third parties

If the successful bidder fails to perform or complete the work, the MRC will give notice of default to the successful bidder and inform the Surety. If the successful bidder fails to remedy the situation, the Surety will be responsible for fulfilling its contractual obligations and ensuring delivery of the completed work to the MRC.

The surety shall also indemnify the MRC, up to the amount of the bond, for any increase in cost incurred as a result of the successful tenderer's default; should the bond be insufficient, the difference will be deducted from the sums due to the successful tenderer and, in the alternative, legal proceedings will be taken against the successful tenderer for full recovery of damages.

If, for any reason whatsoever, the bond should be reduced during the performance of the contract, the successful bidder shall replenish it within ten (10) days of written notice to that effect from the MRC.

5. PUBLIC LIABILITY INSURANCE

5.1 Reach of Insurance

The successful bidder must hold a public liability insurance policy covering, among other things, the project that is the subject of the contract. This insurance must cover liability arising from bodily injury, property damage, loss of use and personal injury.

A maximum of \$ 25,000 deductible per event is acceptable. This deductible is at the expense of the contractor.

5.2 Additionally Insured

- MRC Pontiac and all participating municipalities

5.3 Insurance Limits

- \$2,000,000 per event

5.4 Duration of the Policy

The insurance must cover the entire duration of the contract. If it expires during the contract, a notice of renewal must be transmitted to the **MRC Pontiac** 60 days before the renewal date.

5.5 Termination or Reduction of Guarantees

A clause must be added that the insurance company must send a notice by registered mail to the **MRC Pontiac** at least 60 days before the effective date of any clause for the termination or the reduction of the guarantees.

5.6 Proof of Insurance

Reception, Transportation and Disposal of Household Waste

Within 15 days following the awarding of the contract to the successful bidder, a certificate of insurance confirming the purchase of insurance and the addition of the MRC Pontiac and the participating municipalities as additionally insured, must be transmitted to the **MRC Pontiac**. All notices, certificates or correspondence of the insurance company must be transmitted to Madame **Natacha Guillemette**, Administrative Assistant, at the following address:

MRC Pontiac
602, Highway 301 North
Litchfield, Québec
J0X 1K0

The successful bidder must advise the MRC of all claims that are presented involving the MRC. Furthermore, within 30 days following the reception of a claim or notice of a claim, the insurance company must provide the MRC with a preliminary report describing the evolution of the file and indicate if the file is complete or if additional information is needed. The successful bidder must provide a report every three months of the evolution of the file.

6. AUTO INSURANCE

The successful bidder must have an owners' auto insurance policy F.P.Q. no.1 or F.P.O. no 1 (in Ontario). This insurance policy must include coverage for at least \$ 2,000,000.

7. CERTIFICATE OF CNESST COMPLIANCE

The successful bidder must hold a current certificate of compliance with the *Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)* when submitting a bid.

8. REVENU QUEBEC STATEMENT

The contractor having an establishment in Québec shall submit with a certificate issued by *Revenu Québec*, named "*Attestation de Revenu Québec*"¹ with the bid. This certificate should not have been issued more than 90 days before the date and time of submission of the application, nor after that date and time. This certification indicates that, as of the date of issue, the bidder has filed the declarations and reports that they were required to file under the tax laws and has no overdue account payable to the *Ministère du Revenu du Québec*, especially when its recovery has been legally suspended or arrangements have been made to ensure payments and the contractor is not in default in this regard.

9. CONTRACT MANAGEMENT POLICY AND DECLARATION OF BIDDER

The bidder must be aware of the *Politique de gestion contractuelle de la MRC de Pontiac* that is in effect, by taking care to initial each page of the document and complete the bidder declaration form in the attachment (APPENDIX A). This document is only available in French.

10. SUBMISSION

10.1 Date and Time limit for the Submission of Tender

The MRC will accept tenders at the following location, until the date and time mentioned below:

Location: MRC de Pontiac
602, Route 301 nord
Litchfield (Québec)
J0X 1K0

Date: **Tuesday June 11, 2024**

Time: 10:00 am, local time

10.2 Opening of Tenders

The opening of the tenders will be done publicly on Tuesday, June 11, 2024, at 10:05 am local time at the MRC office.

10.3 Format

The tenders must be in sealed envelopes and labelled: ***“Tender, Pontiac MRC, Reception, Transportation and Disposal of Household Waste 2024”***.

11. DURATION OF CONTRACT

The duration of the contract will be:

From the date of the start of August 19, 2024 to December 31, 2024, followed by a 36 month period, with the option to renew by the MRC for one or two consecutive 12 month periods.

The MRC will confer with the contractor to establish the amount relative to the increase or decrease of the price of diesel fuel at the end of each year, as defined in Article 5.5 of the Technical Specifications.

12. PREPARATION OF THE TENDER

12.1 Charges for Tender

The bidder is not entitled to any compensation for costs incurred in preparing the bid.

The tender documents can be obtained from the **SEAO electronic tendering system at <http://www.seao.ca>** Obtaining documents is subject to the organization's fees. The MRC shall not be held liable for any errors or omissions in any notices or documents transmitted electronically. Consequently, all bidders must ensure that they obtain all documents related to this call for tenders.

12.2 Inspection of Documents and Sites

In order to establish the extent of the obligations to which it is committed and the risks involved in any work to be carried out, the bidder is required, before preparing its bid:

- a) Carefully study the call for tender documents;
- b) Examine the sites where the work must be performed and evaluate the difficulties of traffic routes and parking which could influence the work performed;
- c) Become familiar with all laws and regulations applicable to the work;
- d) Take into account individual characteristics of each municipal reception site in the MRC.

12.3 Verbal Information

Neither the MRC nor its representatives assume responsibility for any verbal information provided concerning the present call for tenders.

12.4 Ambiguities and Omissions

The bidder must notify the contact person mentioned in section 1.2 of this document, at least 72 working hours before the bid opening, of any ambiguity or omission it may encounter in the bid documents. If the bidder has a doubt as to the interpretation of certain clauses, he must advise the contact person immediately so that she can publish addenda as necessary.

Reception, Transportation and Disposal of Household Waste

12.5 Pricing

The prices submitted include, in a non-limitative manner, everything concerning the reception, transportation and disposal of household waste.

In the bid form, the contractor must offer the following two alternatives:

Alternative 1: A price per metric ton for the first period beginning August 19, 2024 to the end of the calendar year on December 30, 2024, then each of three 12-month consecutive periods of the contract, including the two 12-month periods of optional renewal;

Alternative 2: A single price per metric ton per year for the entire contract from August 2024 to December 30, 2027 and the two 12-month periods of optional renewal;

Please refer to the *Bid form*

The submitted prices cover the totality of the operations and include, without being limited to:

- Cost of reception;
- Cost for the equipment for the reception, transportation and disposal of the household waste;
- Cost of transportation between the reception site and the disposal facility;
- Costs related to the labour and equipment used during the reception, transportation and disposal (to transport household waste from the reception site to the disposal facility and to return necessary equipment to the reception site), including financial amortization, maintenance, salaries, management costs, etc.;
- Cost of unloading (tipping fee) at the disposal facility.

12.6 Experience

The bidder must annex to his tender all relevant experience he has gained in transportation, particularly transportation of waste, in waste management or all other experience giving him an additional expertise relative to this call for tenders.

12.7 Knowledge of the Territory

The bidder must also attach a document with his bid, describing his level of knowledge of the MRC territory where the contract will be executed.

12.8 Schedule

The bidder must add to his tender a tentative schedule indicating the anticipated days for the reception of household waste in each municipality in the MRC.

12.9 Penalties

When the Contractor does not conform to the contract specifications, the MRC can demand and collect a penalty for each violation as follows:

- \$300 for the first offence;
- \$500 for the second offence (subsequent);
- \$1,000 for the third offence (subsequent);
- \$2,000 for each of the following subsequent offences.

Reception, Transportation and Disposal of Household Waste

Neglecting the requirements of the contract pertaining to the reception, transportation or disposal of household waste is considered an offence. Each repeated failure to comply constitutes a new infringement warranting a new penalty. In addition to fines, the MRC can supply, at the Contractor's cost, the human resources and machinery necessary to correct the violation(s). The MRC can also decide to end the contract. The following is a list of some of the infringements that may occur during the execution of the contract. Note that this list is not exhaustive, and the Contractor must understand that other violations may result from his negligence or management.

- Schedule not respected for the reception or transportation of household waste;
- Refusal to collaborate with the MRC representative in implementing the current contract;
- Household waste not collected at the reception sites or not transported to a transfer station and/or elimination sites.

It is imperative to know that any fines received by a municipality due to negligence by the contractor, will be billed back to the Contractor.

12.10 Environmental Emergency Plan

The bidder must append to its bid an environmental emergency response plan, along with the steps to be taken to ensure an adequate and rapid response and remedy the situation.

12.11 Insurance

The bidder must provide, within fifteen (15) days of contract award, all proof of insurance, as required in clause 5.6 of this Particular Contract Specifications document.

12.12 Additional Elements

The bidder may add any other program related to safety or quality of service (e.g. preventive maintenance programs, ISO standards, etc.).

12.13 Administrative and Organizational Structure

The bidder must include with his bid a detailed plan of the administrative and organizational structure he intends to set up. This plan must include an organizational chart of all the human resources who will perform the contract for the reception, transportation and disposal of household waste..

12.14 Disposal Facility Agreement

The bidder must include the name of household waste disposal and written confirmation that residual materials from the MRC Pontiac will be accepted for the duration of the three-year contract, including each renewal period. Failure to provide this information will result in automatic rejection of the bid.

12.15 Other Information Required

The bidder must include with the tender:

- The Contractor's planned route from the receiving site to the disposal facility
- All other documents indicated as essential in the present call for tender documents.

12.16 Evaluation criteria

Tenderers will be selected on the basis of the following evaluation and weighting criteria, as set out in the tender evaluation and weighting grid attached to the tender documents.

To this end, the bidder must provide the following documents and information:

Criteria 1: Experience

As required in clause 12.6 of the Particular Contract Specifications, the bidder must provide details of any experience in the field of transportation, particularly the transportation of residual materials, in the

Reception, Transportation and Disposal of Household Waste

management of residual materials, or any other experience conferring additional experience related to this call for tenders.

Criteria 2: Knowledge of the Pontiac territory

As required in clause 12.7 of Particular Contract Specifications, the bidder must provide an explanatory document describing its level of knowledge of the MRC territory on which the contract is to be performed.

Criteria 3: Organization

As required in clause 12.13 of the Particular Contract Specifications, the bidder must provide a detailed plan of the administrative and organizational structure it intends to put in place. This plan must include an organization chart showing all the human resources who will be carrying out the contract for receiving, transporting and disposing of household waste. In addition, the bidder must indicate the route it intends to propose to carry out its contract, so as to be able to demonstrate that it is optimizing travel to the disposal site. The bidder must also provide a complete list of the equipment required to carry out the contract, as required in clause 5.2.3 of the Technical Specifications.

Criteria 4: Understanding of the mandate and competence

The bidder must provide a document explaining an understanding of the mandate and how they intend to carry out the contract, in relation to the infrastructure and equipment that will be used. They must also explain how their company has the capacity and competence to fulfill the mandate in accordance with the requirements of this call for tenders document.

Criteria 5: Document Quality, Security Program and Service Quality

The bidder will also be evaluated on the quality of the documents it produces. In addition, the bidder, in accordance with clause 12.13 of the Particular Contract Specifications, that submits a safety and quality program for the service it intends to offer, including a preventive maintenance program, ISO standard, etc., will be evaluated on the basis of this documentation.

Criteria 6: Pricing

In accordance with the evaluation and scoring grid, price will also be scored according to the detailed score in the grid. To this end, the price taken into consideration for alternative 1 will be the average of the total price for the first three years of the contract (average of $t = d + r$), given that the other two option years are not automatically granted.

As for alternative 2, the price considered will be that for the initial period of the contract ($t = d + r$).

Note: The MRC reserves the right to audit all procedures, equipment and invoicing at any time.

RECEPTION, TRANSPORTATION AND DISPOSAL OF HOUSEHOLD WASTE

GENERAL CONTRACT SPECIFICATIONS

MRC-2024

TABLE OF CONTENTS

1. INSTRUCTIONS / NOTICE TO BIDDERS..... 12

 1.1 Examination of Documents and Addenda 12

 1.2 Definitions..... 12

 1.3 Order of Precedence for Documents..... 12

 1.4 Information..... 12

 1.5 Price 12

 1.6 Options 12

 1.7 Permits/Authorizations 12

2.SUBMISSION..... 12

 2.1 Tender Eligibility Criteria 13

 2.2 Period of Standing Offer 13

 2.3 Presentation of Offers..... 13

 2.4 Signature on the Tender 13

 2.5 Business Address 13

 2.6 Correction or Withdrawal from a Tender 13

 2.7 Acceptance Of Bids 13

 2.8 Request for Information 14

3.CONTRACT 14

 3.1 Awarding of the Contract 14

 3.2 Option de renew..... 14

 3.3 Invoicing 14

 3.4 Payment Periods 14

 3.5 Subcontractors 14

 3.6 Third Party Claims and Preferments 14

 3.7 Damages or Accidents..... 15

 3.8 Patent and Intellectual Property Rights 15

 3.9 Insolvency..... 15

 3.10 Noncompliance with the Contract 16

 3.11 Transfer of Contract..... 16

 3.12 Cancellation of the Contract..... 16

 3.13 Formation of the Contract, Applicable Laws and Jurisdiction of the Courts 16

 3.14 Collusion..... 16

1. INSTRUCTIONS / NOTICE TO BIDDERS

1.1 Examination of Documents and Addenda

The bidder must carefully examine all bid documents to determine the requirements of the contract to be awarded. The bidder must ensure that it has in hand a complete tender document and, unless specified otherwise, before the deadline for submission of bids, the MRC Pontiac will assume that it does so.

1.2 Definitions

MRC Pontiac: hereafter cited as [MRC] – refers to the regional organization mandated by the following 18 municipalities to award a contract, in their name, for the reception, transportation and disposal of municipal household waste: Allevyn-et-Cawood, Bristol, Bryson, Campbell's Bay, Chichester, Clarendon, Fort-Coulonge, L'Île-du-Grand-Calumet, L'Isle-aux-Allumettes, Litchfield, Mansfield-et-Pontefract, Otter Lake, Portage-du-fort, Rapides-des-Joachims, Shawville, Sheenboro, Thorne and Waltham.

Bidder/ tender: refers to a contractor who submits a tender.

Contractor/ Successful bidder: refers to the bidder to whom the contract is awarded.

1.3 Order of Precedence for Documents

- a) Addenda(s);
- b) Particular contract specifications;
- c) General contract specifications;
- d) Technical specifications;
- e) Price list and all other documents accompanying the tender.

1.4 Information

No information obtained from any representative of the MRC, other than the person(s) designated in the special clauses concerning the content of the tender document, shall engage the responsibility of the MRC.

1.5 Price

Prices submitted must be in Canadian currency. The price per tonne for each municipality in the MRC must be the same, regardless of location. This price must include the cost of receiving, loading, transporting and disposing of household waste. In accordance with this price per tonne, the Contractor must provide all equipment and services required by each municipality.

The fees stipulated in the *Regulation respecting the charges payable for the disposal of residual materials* are applicable, in addition to the total cost per ton proposed by the Contractor.

The Contractor must submit a price / km for those municipalities that decide to transport waste to a site owned by the contractor.

1.6 Options

The bidder must provide a price for the two alternatives identified in the *Bid form*, while considering if Option A or Option B will be chosen. The MRC will determine during the analysis of the tenders which option will prevail.

1.7 Permits/Authorizations

The successful bidder must maintain and enforce all necessary Federal, Provincial and Municipal licences, permits or authorizations for the duration of the work as they pertain to the contract and as required for the completion of the work envisaged. Should the MRC deem it appropriate, the successful bidder must, upon request, provide proof thereof.

2. SUBMISSION

2.1 Tender Eligibility Criteria

To be eligible to bid, the supplier must have received the tender documents directly from the *Service électronique d'appels d'offres* (SEAO). Obtaining these documents is subject to SEAO pricing.

2.2 Period of Standing Offer

The bidder will be bound by the terms of the tender for a ninety (90) day period starting at the date of the opening of the tender or otherwise indicated in the *Particular Contract Specifications*.

2.3 Presentation of Offers

Tenderers must submit their tender to the MRC, signed by an authorized person on the form provided for this purpose, no later than the date, time and place specified in the tender document. The tender form and all documents required by this call for tenders must be returned in four copies (original + 3 copies) in a clearly marked reply envelope of your choice or provided by the MRC. Only sealed envelopes will be accepted. Failure to return the bid in an envelope identified with the title and tender number will release the MRC from any liability with regard to the arrangements for receiving bids.

All tenders must be submitted in French. Supporting documentation may be produced in the language in which it was originally made.

The MRC has taken the initiative to provide the documents related to this call for tenders in English, but does not commit to its accuracy. In the event of a discrepancy between the French and English versions of any documents related to this call for tenders, the French version shall be considered the only legally binding version.

2.4 Signature on the Tender

If the bidder is a person doing business alone, under his own name or under another name not incorporated by law, they may sign the bid themselves.

If the bidder is an unincorporated company, all the partners must sign the tender.

In the case of those above-mentioned bidders, the tender can be also signed by a signing officer. When the tender is signed by a signing officer, it must be accompanied by an authentic power of attorney or be under private seal. In this last instance, the signature on the power of attorney must be attested to by a person entitled to swear an oath.

If the bidder is a company constituted as a legal corporation, the tender must be accompanied by a certified copy of a motion from the Board of Directors authorizing the people indicated to prepare and sign the tender and any other document required by the awarding authority. The motion must contain the first names, surnames and functions of the persons recognized by the company, in addition to bearing the seal of the company.

2.5 Business Address

The bidder must indicate in the tender the business address to which all notices, protests, legal or other actions pertaining to the contract can be issued, delivered or served.

2.6 Correction or Withdrawal from a Tender

No bid submitted in accordance with the requirements of this call for tenders may be withdrawn or modified after the bid opening. However, the bidder may correct, amend or cancel his bid, before the bid opening, on the sole condition that they submit to the MRC, in writing, any information or modifications in an envelope identified in the corresponding call for tenders. The amendment must be signed by an authorized person. The filing of the amendment is subject to the same requirements as the initial filing with regard to the deadline for receipt of bids.

2.7 Acceptance of Bids

The MRC reserves the right not to accept the lowest or highest score obtained, or any of the bids received. The bidder will not be entitled to any indemnity or compensation for any costs incurred in the preparation and submission of its bid.

Failure to comply with any of the conditions of this tender document may result in rejection of the tender. If it is in the interest of the MRC, the MRC may disregard any formal defects or minor flaws in the tender.

2.8 Request for Information

During the bid analysis process, if any information is required by the MRC, the bidder will have a prescribed period of time in which to provide such information in writing. This information cannot and must not modify the bid initially submitted.

3. CONTRACT

3.1 Awarding of the Contract

The analysis of the tenders and the awarding of a contract will be performed according to the various alternatives or options, as well as criteria identified in the *Particular Contract Specifications* and the *Bid form*.

Following the awarding of the contract by the MRC authorities, the French versions of the documents previously listed in Item 1.3 will form the contract between the MRC and the Contractor.

3.2 Option to Renew

At the expiration of the three year contract, the MRC will have the possibility to request a first option to renew for a period of twelve (12) months from the end of the 3 year contract. The MRC will also have the benefit of a second option to renew for a further period of twelve (12) months from the end of the first renewal period. Any notice of renewal will be indicated by letter from the MRC no later than 3 months before the end of the contract.

3.3 Invoicing

Payments will be made by the municipalities on presentation of a monthly invoice. Federal and provincial sales tax must be indicated separately from the total of the invoice. The Contractor must clearly indicate the business number for tax purposes in the invoicing. If a credit for transportation is given to a municipality, this must be clearly indicated on the invoice.

3.4 Payment Periods

The payment period of the municipalities is thirty (30) calendar days following the reception of the invoice, notwithstanding any time-frame suggested by the Contractor.

If they wish to do so, the bidder can offer, with his tender document, payment periods that are more advantageous to the municipalities. However, this element is not part of the analysis of the tender.

It is understood that the bidder must invoice each of the local municipalities for the services rendered to each of them and provide a certified copy of each of these invoices also to the MRC at the same time. It is understood, however, that the MRC is not responsible for the payment of these invoices.

3.5 Subcontractors

The Contractor will be responsible for the competence and solvency of each one of his subcontractors. He will be the only one responsible relative to the MRC for the execution and coordination of the activities of the subcontractors. Any change of subcontractors after the awarding of the contract must be first approved by the MRC.

3.6 Third Party Claims and Preferment

When there is a claim or debt against the successful bidder that may result in a pecuniary liability for the MRC or constitute a charge on immovables belonging to it, the MRC has the right to secure the capital,

interest and costs of such claim or debt by withholding the necessary sums from any amount due or to become due to the successful bidder or by obtaining the appropriate certificates or guarantees from the latter.

In the event that a claim or debt is established after all payments due to the successful bidder by the MRC have been made, the successful bidder must reimburse the MRC for all amounts in capital, interest and costs that the project owner was obliged to disburse as a result of the successful bidder's default, in order to pay this claim or debt, or write off the charge on an immovable belonging to the MRC.

The successful bidder who wishes to obtain payment of sums withheld by the MRC to pay the claim of a subcontractor or supplier following a denunciation of its subcontract or the supply of materials, must provide the MRC with a release or waiver of lien from the subcontractor or supplier. The MRC is not required to establish that the subcontract in question is privileged.

3.7 Damages or Accidents

Until the contract is completed, the successful bidder is solely liable to the MRC and third parties for any damages.

Upon receipt of a claim from a third party against the MRC for damages caused by the successful bidder in the performance of the contract, the MRC shall send the successful bidder a notice accompanied by a copy of the claim. The successful bidder must, within 30 days of the date of mailing of said notice, deny its liability, in writing, to the MRC or proceed with payment of the claim to the third party and notify the MRC. If, within this 30-day period, the successful bidder has neither denied liability nor proceeded with payment of the claim, such failure shall constitute an admission of liability and the MRC shall be deemed the successful bidder's agent for proceeding with payment of the claim to the third party from the sums otherwise due to the successful bidder.

3.8 Patent and Intellectual Property Rights

- a) The successful bidder expressly warrants that the goods and services provided under the future contract resulting from this call for tenders do not infringe upon or in any way constitute an infringement of any patent, industrial design, trademark, process or other industrial or intellectual property right.

The successful bidder agrees to indemnify the MRC against any claim or legal action brought against the MRC as a result of encroachment or infringement of any industrial or intellectual property rights. The successful bidder also agrees to indemnify and hold harmless the MRC, its successors and assigns, its customers and users, and assume liability for all costs, damages and losses resulting from any such alleged or actual infringement of any industrial or intellectual property rights.

- b) The MRC retains in full any and all proprietary rights it may have in any and all materials, including, but not limited to, writings, estimates, patterns, plans, drawings, photographs, computer equipment, samples, styles, models, concepts, methods and procedures that it communicates to or makes available to the successful bidder. The contractor shall not, without the authorization of the MRC, use any of the foregoing for any purpose other than the performance of the contract.

Subject to the prior rights of others, the MRC becomes the owner, as and when they are produced, of all things, and in particular of all writings, specifications, patterns, plans, drawings, photographs, computer equipment, samples, styles, models, concepts, methods and processes produced by the successful tenderer for the performance of the contract. The successful bidder shall not, without the express authorization of the MRC, use any of the foregoing for any purpose other than the performance of the contract. The MRC may, at its discretion, use such things or have them used by others for purposes of its choosing.

3.9 Insolvency

The contract may be terminated in whole or in part, without notice, if the successful bidder becomes insolvent, bankrupt, or makes a general assignment of his property for the benefit of his creditors, if a receiving order or winding-up order is made against him or if he attempts to take advantage of any insolvency or bankruptcy law, or if possession is taken of his property.

3.10 Noncompliance with the Contract

In the event of non-compliance with one or more clauses of the contract, the MRC reserves the right to inform the successful bidder in writing and set a deadline for rectifying the situation. Should the successful bidder ignore such a request, the MRC reserves the right to impose a penalty in accordance with clause 12.9 of the special conditions. If the situation is still not remedied, the contract will terminate on the date specified by the MRC. The MRC will be compensated for any losses caused by the failure of the successful bidder to fulfill its obligations.

3.11 Transfer of Contract

The successful bidder may not assign, transfer, subpoena or give as security, in whole or in part, in favour of a third party, the rights and obligations resulting from the contract, or the claims it may have under the contract, unless the MRC gives its prior written consent.

Should the MRC authorize it, the successful bidder must, as a precondition, obtain a letter from the assignee waiving the provisions of article 1680 of the *Code civil du Québec*, in favour of the MRC. This letter must conform strictly to the model that the MRC may provide to the successful bidder.

Any act, judgment or seizure having the effect of such an assignment, conveyance or summons shall automatically render the contract null and void, without notice or formal notice.

3.12 Cancellation of the Contract

The MRC reserves the right to cancel the contract in whole or in part at any time, should it observe non-compliance with one or more of the clauses mentioned in the contract. In the event of non-compliance with the contract by the successful bidder, the MRC will give the successful bidder formal notice to remedy the situation within a specified period of time from the date of written notice. In the event of non-performance by the successful bidder before the expiry of the period specified in the formal notice, the contract will terminate on the date specified by the MRC in the said formal notice. The MRC reserves all rights of recourse for any losses and costs incurred as a result of the successful tenderer's non-performance.

3.13 Form of the Contract, Applicable Laws and Jurisdiction of the Courts

By the mere act of submitting a bid, a bidder and, where applicable, the successful bidder acknowledges that the place of formation of any pre-contract or contract is the MRC Pontiac and the bidder, the successful bidder and the MRC acknowledge that the laws of Quebec apply. Any dispute between the MRC and the successful bidder and/or another bidder shall be submitted to the competent court sitting in the judicial district of Gatineau.

3.14 Collusion

The Bidder hereby declares that it has prepared this bid without collusion and without having communicated or established any agreement or arrangement with any competitor with respect to details relating to price, quality, quantity, specifications or delivery of the goods or services covered by this call for tenders.

RECEPTION, TRANSPORTATION AND DISPOSAL OF HOUSEHOLD WASTE

TECHNICAL SPECIFICATIONS

MRC-2024

TABLE OF CONTENTS

1.DEFINITIONS..... 19

2.INTRODUCTION 19

3.CONTEXT 20

4.HOUSEHOLD WASTE GENERATED ON THE MRC’S TERRITORY 20

5.MANDATE 24

 5.1 Reception of Household Waste.....24

 5.2 Transportation of Municipal Household Waste 24

 5.2.1 Loading at Reception Sites..... 27

 5.2.2 Loading at Transfer Stations..... 28

 5.2.3 Equipment for Transportation of Household Waste..... 28

 5.2.4 Transportation of Household Waste..... 28

 5.3 Disposal of Household Waste 25

 5.3.1 Change Due to the Closure of the Disposal Site 25

 5.3.2 Change Due to a More Advantageous Proposition 25

 5.4 Communication between the Contractor and the MRC..... 26

 5.5 Method to Calculate the Compensation Relative to the Price of Diesel Fuel 26

6.DEADLINE 28

1. DEFINITIONS

Pontiac MRC: hereafter cited as [MRC] – refers to the regional organization mandated by the following 18 municipalities to award a contract, in their name, for the reception, transportation and disposal of household waste: Allevyn-et-Cawood, Bristol, Bryson, Campbell's Bay, Chichester, Clarendon, Fort-Coulonge, L'Île-du-Grand-Calumet, L'Isle-aux-Allumettes, Litchfield, Mansfield-et-Pontefract, Otter Lake, Portage-du-Fort, Rapides-des-Joachims, Shawville, Sheenboro, Thorne and Waltham.

Bidder/ tender: a supplier who submits a tender.

Contractor/ Successful bidder: a bidder to whom the contract is awarded.

Household waste: all the residual materials which are generated by the residential sector within the limits of the participating municipalities, including those from food preparation, from daily consumption, from regular and seasonal household and yard cleaning, including mattresses, furniture, and all waste that is not otherwise specifically excluded in the following list:

- All waste generated from construction and demolition from both the commercial and residential sector;
- All waste generated from institutional, commercial and industrial activities;
- All Hazardous Household waste, such as medicines, batteries, toxic products (glue, paint, solvents) and all hazardous materials as defined in subsection 21 of section 1 of the Environment Quality Act, RSQ, c. Q-2;
- Residual biomedical materials subject to the Regulation respecting biomedical waste enacted by Decree No. 583-92 or regulation on the same subject;
- All garden and yard waste, such as grass clippings, leaves, branches, gravel and sand;
- Electronics, household appliances, scrap metal;
- Ashes;
- Tires.

Reception site: refers to a drop-off site or a low capacity transfer station where local municipalities bring waste from door-to-door collections, as defined under the *Règlement sur l'enfouissement et l'incinération de matières résiduelles*, hereafter cited as [REIMR].

Drop-off: an operation consisting in dropping household waste brought by the citizens of the municipalities.

Reception: an operation consisting in receiving household waste prior to its transportation.

Transfer Station: any facility where waste collected from municipal reception sites is unloaded in order to process it before further transportation to a disposal facility.

Transportation: an operation consisting in moving household waste from a transfer station to a disposal facility.

Disposal facility: a waste disposal facility as defined under the REIMR.

Disposal: an operation consisting in treating household waste according to a process approved by the applicable regulations.

2. INTRODUCTION

The MRC is requesting tenders from the private sector for the reception, transportation and disposal of household waste generated on its territory for a minimum period of three years. Currently, household waste is collected in two (2) fashions:

1. Through door-to-door collections organized by the local municipalities;
2. By voluntary drop-off to local reception sites.

The successful bidder will be responsible for:

- a) Provide infrastructure and equipment (notably containers) to receive household waste brought in by citizens and collected by municipalities through door-to-door collection at pre-established reception points in local municipalities;
- b) In cases where there is a special collection or collection of bulky items, such as mattresses and furniture, it must ensure that it has the capacity to receive and dispose of them;
- c) Transport household waste from the reception site via a transfer center or otherwise, and then to a disposal facility authorized by *the Ministère de l'Environnement et de la Lutte contre les changements climatiques, de la Faune et des Parcs*, hereinafter referred to as [MELCCFP]. It must also ensure that household waste is disposed of in compliance with the REIMR.

The Contractor shall provide the human resources and equipment required to receive and weigh household waste. Each month, the Contractor must send an invoice to each municipality, indicating the quantities and prices of the services performed. He must also send a report to the MRC indicating the quantities of household waste from each municipality.

For transfer stations, the Contractor will have to factor in the required timeframe for loading and unloading household waste, in compliance with the REIMR.

The Contractor will also have to take into account seasonal fluctuations in the quantities of household waste generated on the MRC territory and adjust its operations accordingly.

Following the awarding of the contract, local municipalities may negotiate with the contractor for a transportation credit, if the municipality chooses to manage a portion of local transport.

3. CONTEXT

The MRC has been mandated by the municipalities to negotiate a contract, in their name, for the reception, transportation and disposal of household waste. These municipalities are as follows: Aléyn-et-Cawood, Bristol, Bryson, Campbell's Bay, Chichester, Clarendon, Fort-Coulonge, L'île-du-Grand-Calumet, L'Isle-aux-Allumettes, Litchfield, Mansfield-et-Pontefract, Otter Lake, Portage-du-Fort, Rapides-des-Joachims, Shawville, Sheenboro, Thorne and Waltham.

Municipalities will ensure that household waste generated on their territory is collected either by door-to-door collection and/or by drop-off.

Each municipality will advise the MRC and the Contractor as to which of these services will be provided on its territory.

4. HOUSEHOLD WASTE GENERATED ON THE MRC TERRITORY

It is the bidder's responsibility to estimate the quantities of household waste generated on the MRC territory and to take seasonal fluctuations into account.

Table 1 shows the permanent population of MRC municipalities according to the decree of the Institut de la statistique du Québec for 2021. In this table, the seasonal population has been calculated on the basis of the number of cottages shown in the assessment roll summary of the municipalities concerned, multiplied by an average of 2.5 people per cottage for six months. The sum of the permanent and seasonal populations is expressed in terms of equivalent population.

Table 2 provides the amount of waste generated by the municipal sector since January 1st, 2020.

Table 3 shows the waste collection system currently used by each of the 18 municipalities in the MRC.

The information given in this section of the technical specifications is for information purposes only. It is the bidder's responsibility to evaluate the quantities of household waste generated in the MRC at the time of bid submission. The MRC accepts no responsibility for the accuracy of the information provided in this section.

Table 1: Population of the Municipalities in the Pontiac MRC according to the Population Census for 2021

Municipality	Permanent Population	Seasonal Population	Equivalent Population
Alleyn-et-Cawood	179	339	518
Bristol	1040	705	1745
Bryson	692	3	695
Campbell`s Bay	732	0	732
Chichester	349	81	430
Clarendon	1246	454	1700
Fort-Coulonge	1338	3	1341
L'Île-du-Grand-Calumet	642	165	807
L'Isle-aux-Allumettes	1329	741	2070
Litchfield	458	291	749
Mansfield-et-Pontrefract	2358	550	2908
Otter Lake	929	894	1823
Portage-du-Fort	213	31	244
Rapides-des-Joachims	155	60	215
Shawville	1568	0	1568
Sheenboro	112	304	416
Thorne	486	563	1049
Waltham	361	239	600
Total	14 187	5 423	19 610

Source : Institut de la statistique du Québec, 2021

Table 2: Quantities of Municipal Waste Generated on the Pontiac MRC Territory in metric tons

Municipality	2020	2021	2022	2023
Alleyn-et-Cawood	101	109	102	89
Bristol	476	502	573	496
Bryson	168	161	170	171
Campbell's Bay	174	190	186	177
Chichester	101	115	102	113
Clarendon	538	522	481	437
Rapides-des-Joachims	59	80	66	77
Fort-Coulonge	428	481	487	479
L'Île-du-Grand-Calumet	137	129	107	140
L'Isle-aux-Allumettes	394	504	495	513
Litchfield	173	175	165	180
Mansfield-et-Pontefract	746	1011	949	790
Otter Lake	485	495	474	459
Portage-du-Fort	61	59	52	57
Shawville	669	757	676	648
Sheenboro	133	75	65	72
Thorne	100	102	97	103
Waltham	303	273	228	249
Total	5246	4999	5476	5247

Source : MRC Pontiac, 2024.

Table 3: Current Municipal Collection System

Municipality	Drop-off	Door-to-door Collection
Alleyn-et-Cawood		X
Bristol	X	X ²
Bryson		X
Campbell's Bay		X
Chichester	X	
Clarendon	X	
Fort-Coulonge		X
L'Île-du-Grand-Calumet	X	
L'Isle-aux-Allumettes	X	X ³
Litchfield	X	
Mansfield-et-Pontefract	X	X ⁴
Otter Lake	X	
Portage-du-Fort		X
Rapides-des-Joachims	X	X ⁵
Shawville		X
Sheenboro	X	
Thorne	X	
Waltham	X	X ⁶

Source: MRC Pontiac, 2024.

1. Summer residents
2. Bristol, Norway Bay and Pontiac Station during the summer months
3. Chapeau
4. Urban areas
5. Rapides-des-Joachims (island)
6. Waltham (village) and Carroll

5. MANDATE

The mandate is divided into five sections:

- Reception of household waste;
- Transportation of household waste;
- Disposal of household waste;
- Communication between the Contractor, the MRC and the municipalities;
- Calculation of compensation for varying diesel fuel costs.

5.1 Reception of Household Waste

- a) The Contractor is responsible for providing services to municipal reception sites and transfer stations in the MRC. Reception sites and transfer stations are to be strategically located to serve the needs of each municipality in the MRC. Most municipalities have reception sites that have already been identified.

Municipalities may establish reception sites to service more than one municipality, provided that the maximum load of 100 cubic metres is not exceeded and the waste tonnage processed over one week does not exceed 30 tonnes as stated in the REIMR (i.e. low capacity transfer station).

- b) Receiving sites, transfer centers and, where applicable, disposal facilities must comply with the laws and regulations in force. In particular, they must comply with Quebec's Environment Quality Act, hereinafter referred to as [EQA], and its implementing regulation, the REIMR.
- c) The Contractor shall weigh and record all household waste for each municipality. On a monthly basis, he will submit an invoice directly to each municipality and forward a report to the MRC indicating the quantities of household waste, expressed in tons, generated in each municipality.
- d) The Contractor must specify to municipalities the method and details of reception of household waste.
- e) Reception sites and transfer stations must be operational by August 19, 2024.
- f) The Contractor must provide a certificate of conformity to municipal zoning for any required installations within 90 days following the awarding of the contract, from each of the municipalities having these installations.
- g) All waste must be stored as per REIMR specifications, where applicable.
- h) At a transfer station, all household waste loading procedures must comply with REIMR regulations.

5.2 Transportation of Household Waste

This section is divided in four:

- Loading at reception sites;
- Loading at transfer stations (if applicable);
- Equipment for transportation of household waste;
- Transportation of household waste.

5.2.1 Loading at Reception Sites

The loading of household waste at reception sites must be carried out in accordance with the provisions of these specifications. In addition, these operations must comply with environmental standards in force at the time of loading.

5.2.2 Loading at Transfer Stations

When household waste is not immediately transported to a disposal facility, the transportation of such waste must be done in compliance with REIMR.

The Contractor must complete and attach to his tender the document setting out his proposed method of waste treatment included in the tender form.

The MRC or any of its local municipalities shall not be held liable for any damage caused by loading or unloading operations. The Contractor must therefore ensure that the equipment and site are well maintained and adapted to this type of activity.

5.2.3 Equipment for Transportation of Household Waste

At all times, the equipment supplied and used by the Contractor must be maintained in good working order. He must use and maintain the equipment in compliance with all applicable laws and regulations.

The Bidder must supply with his tender a list of the equipment he intends to use for the performance of his contract and, in addition, specify its uses within the scope of this contract.

Containers supplied and used by the Contractor must be certified and properly maintained, according to all applicable laws and regulations.

5.2.4 Transportation of Household Waste

The Contractor is responsible for ensuring the transportation of household waste from reception sites and transfer centers to disposal facilities.

The Contractor must provide the human resources and equipment necessary to ensure the transportation of household waste in accordance with the terms of section 5.2.3.

The Contractor must have at his disposal sufficient vehicles, trailers and equipment to carry out these specifications. A list of equipment to be used during operations must be submitted with the tender.

The Contractor shall transport household waste by land using equipment owned or leased by him.

The Contractor must comply with all laws and regulations in force in the territory where he operates.

No change in the itinerary of the receiving sites and transfer centers to the disposal facility will entitle the Contractor to claim monetary compensation from the MRC or the municipalities, even if the change in itinerary is made due to poor road conditions, roadworks, changes in regulations governing the roads and highways used, or any other possible reason, including cases of force majeure.

It is the Contractor's responsibility to ensure that road equipment complies with the weight and load limits of the road network in effect at the time of transport, at no additional cost to the municipalities.

5.3 Disposal of Household Waste

Household waste must be disposed of in a disposal facility authorized by the MELCCFP. When submitting his bid, the Contractor must enclose a copy of the certificate of authorization for the selected disposal facility. This certificate of authorization is issued by the MELCCFP. Failure to provide this certificate will result in automatic rejection of the bid.

The Contractor must ensure that the opening hours of the disposal facility comply with the obligations arising from these specifications. The Contractor is solely responsible for any additional costs related to the opening times of the disposal facility.

5.3.1 Change Due to the Closing of the Disposal Facility

If, in the course of the contract, for any reason, the disposal facility ceases to operate (i.e. closure of the facility by a competent authority, expiration of the authorization certificate and not renewed by the MELCCFP), the Contractor will have 14 calendar days to propose an alternative to the MRC and get the approval for a new disposal facility.

The Contractor must inform the MRC, in writing, immediately after being made aware of the anticipated closure of the disposal facility.

The transportation and disposal of household waste at the new disposal facility cannot, in any case, cause additional costs to municipalities in the MRC.

5.3.2 Change Due to a More Advantageous Proposition

The Contractor or the MRC must propose to change the disposal facility, if another facility offers a better price for transportation and disposal than the one currently agreed upon.

The Contractor must propose the new disposal facility to the MRC in writing at least 90 days prior to the anticipated change of location. He must include all new prices proposed for every period of the contract remaining. The Contractor will need the approval of the MRC for the new proposed site.

If the MRC approves the transportation of waste to the disposal facility, the Contractor will be advised in writing. Addenda to the current contract will then be signed between the MRC and the Contractor, concerning the price per ton only. No other clauses of the contract can be modified at this time.

The Contractor is entirely responsible for finalizing an agreement with the new disposal facility. It is understood that there will be no negative implications, no negative monetary consequence and no negative impact of any nature for the MRC or its constituent municipalities. The Contractor commits to indemnify the MRC and the municipalities of all negative actions or claims stemming from this agreement.

The MRC reserves the right to demand that the contractor redirect 10% of waste collected to a pilot project. A written agreement signed by the two parties would be produced. This would at a minimum include the volumes to be redirected, the location, the duration and the cost. In the event that this activity is more expensive, it is assumed that the MRC will assume the additional costs.

5.4 Communication between the Contractor and the MRC and the municipalities

The Contractor or his representative must be available at all times during regular hours of operation (8AM–5PM). To this end, the Contractor must maintain a responsible bilingual representative who is **accessible by phone, cell phone, or email at all times during working hours**. Answering machines or services are not acceptable during normal operating hours. The representative of the Contractor must have the authority to direct operations. In case of emergency, the MRC and the municipalities must be able to reach the Contractor or his representative outside normal working hours.

5.5 Method to Calculate the Compensation Relative to the Price of Diesel Fuel

By January 31 of each year of the contract, the MRC will give the Contractor or will receive from the Contractor an amount of money relative to the increase or decrease in the cost of diesel fuel. The said amount is calculated as follows:

$$\text{Amount CD} = (P2 - P1) \times 0.4 \text{ L/km} \times T_T$$

Amount CD = Amount given to the Contractor or paid to the MRC whether the cost of diesel fuel is up or down, in \$

P1 = Reference price of diesel fuel, \$/L

P2 = Average cost of diesel fuel for the year in question, \$/L

T_T = Cumulative distance of transportation for the year, km

P1 = Reference price is the average price displayed by the *Régie de l'Énergie* for the Outaouais region during the month the Contractor submitted his tender to the MRC.

P2 = Average price of diesel fuel for the current year is the average price displayed for the last 12 months preceding the date of anniversary of the contract, as published by the *Régie de l'Énergie* for the Outaouais region.

0.40 L/km = Standardized use of diesel fuel by a tractor-trailer, set for the purposes of this contract.

T_T = Total distance between the reception sites and the disposal facility, multiplied by two (return trip), during the year. The result of this is then multiplied by the number of loads sent to the disposal facility during the year in question. For the purposes of this Section, the hauling distances are those to be covered with a vehicle by the shortest way between the point of origin and the point of destination, by taking the main road arteries. In the case there is disagreement between the Contractor's distance and the MRC's value, the MRC's distance which is measured with geomatic instruments will be taken as the reference.

If the disposal facility changes location during the contract period, the new distance between the reception sites and the disposal facility will be used to calculate the total distance.

If the disposal facility changes location during the contract period, two calculation methods can be used to determine total distance:

- If the new distance between the reception sites and the disposal facility is **greater** than that identified in the bid form, the total distance will be calculated from the location identified in the bid form;
- If, on the other hand, the new distance between the reception sites and the disposal facility is **less** than that identified in the bid form, the total distance will be calculated from the new distance between the new disposal facility and the reception sites.

Also refer to the Fuel surcharge calculation tool available on the Ministère des Transports et de la Mobilité durable website:

<https://www.transports.gouv.qc.ca/fr/entreprises-partenaires/ent-camionnage/processus-concertation/table-transport-routier-marchandises/Pages/outils-calcul.aspx>

The Contractor must submit an annual detailed report of all distances covered during the previous year. The data must be presented in such a way to allow the MRC to verify the covered distances and frequencies. A template of a table must be presented at the time of submitting the tender.

Example

Two examples are given of this clause. The first represents an example of application where the price of diesel is higher than the reference price, while the second represents a scenario where the price of diesel is lower than the reference price.

1. Compensation to the Contractor by the MRC

Initial data

- CD = This is to be determined
- P1 = Reference price of diesel = \$ 1.302
- P2 = Average price of diesel for the year = \$ 1.407
- T_T = Total distance = 200 departures from the reception site* 2 (return trip)
* 135 km (distance separating the reception site from the disposal facility) * 54,000km

Amount CD = $(P2 - P1) \times 0.4 \text{ L/km} \times T_T$

Amount CD = $(1.407 - 1.302) \text{ \$/l} \times 0.4 \text{ L/km} \times 54.000\text{km}$

Amount CD = \$ 2,268

In this example, the MRC would give the Contractor \$ 2,268.

2. Compensation to the MRC by the Contractor

Initial data

- CD = This is to be determined

P1	=	Reference price of diesel = \$ 1.302
P2	=	Average price of diesel for the year = \$ 1.20
T _T	=	Total distance = 200 departures from the reception site* 2 (return trip) * 135 km (distance separating the reception site from the disposal facility) * 54 000 km

$$\text{Amount CD} = (P2 - P1) \times 0.4 \text{ L/km} \times T_T$$

$$\text{Amount CD} = (1.20 - 1.302) \text{ \$/l} \times 0.4 \text{ L/km} \times 54\,000 \text{ km}$$

$$\text{Amount CD} = \$ 2,203.20$$

In this example, the Contractor would give the MRC a sum of \$ 2,203.20.

Failure to provide fuel compensation calculations by the January 31 deadline will result in a penalty (refer to section 12.9 of the Particular Contract Specifications).

6. DEADLINE

The Contractor must take into consideration all constraints associated with this project. He will have to respect the strict deadlines imposed by this call for tenders.

RECEPTION, TRANSPORTATION AND DISPOSAL OF HOUSEHOLD WASTE

BID FORM

MRC-2024

(Corporate Name)

(Address)

(City)

(Province)

(Postal Code)

By submitting a bid, the above-mentioned bidder's representative recognizes having received a complete call for tender document, having examined and read it carefully, and having understood all the requirements and obligations of the coming contract.

Consequently, we hereby offer to provide at the submitted prices to the Pontiac MRC, the products and services which are described in the call for tender documents.

(Authorized Representative)

(Title)

(Signature of the Authorized Representative)

(Date)

IMPORTANT

If not strictly conforming to this call for tender, the submission could be rejected.

ARTICLE 2 OF THE GENERAL CONTRACT SPECIFICATIONS

2.5 Business Address
Head Office:
Corporate Name: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Phone: _____ Fax: _____ E-mail : _____

ARTICLE 3 OF GENERAL CONTRACT SPECIFICATIONS

3.2 Invoicing
GST Number: _____ QST Number: _____
3.3 Payment Period
The bidder must indicate his payment period.
Payment Period

ALTERNATIVE 1

3-YEAR CONTRACT DIVIDED IN 3 CONSECUTIVE 12-MONTH PERIODS WITH OPTION TO RENEW

RECEPTION, TRANSPORTATION AND DISPOSAL	AUG. 19- DEC. 31, 2024	YEAR 1	YEAR 2	YEAR 3	+12 MONTHS	+12 MONTHS
Annual Price / Metric Ton for the Reception, Transportation and Disposal ^{note 1} (A)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
GST 5 % (B = A*0.05)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
QST 7,5 % (C = (D+E)*0.09975)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Price/ Metric Ton (D=A+B+C)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Disposal Charge/Ton ^{note 2} (R)		See note 2	See note 2	See note 2	See note 2	See note 2
GST 5 % (E = R*0.05)						
QST 9.975% (F = (R)*0.075)						
Total Price Charge / Metric Ton (R ¹ = R+E+F)						
TOTAL (T=D+R ¹)		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Note :

1. The compensation due to the augmentation of the price of diesel fuel is taken into consideration. (Reference: Section 5.5 of the Technical Specifications)
2. According to Chapter Q-2 of the Environment Quality Act, the Regulation respecting the charges payable for the disposal of residual materials, these charges are indexed according to the provisions of Section 4 and published in Part 1 of the *Gazette officielle du Québec*. For the purposes of the present call for tenders, the \$ 32.00 per metric ton charge payable in 2024 is used as the first year and indexed annually according to an average consumer price index of 2%.

ALTERNATIVE 2			
3-YEAR FIXED CONTRACT WITH OPTION TO RENEW			
RECEPTION, TRANSPORTATION AND DISPOSAL	AUG.19 - DEC. 31, 2024 + 3 YEAR PERIOD	+12 MONTHS	+12 MONTHS
Annual Price / Metric Ton for the Reception, Transportation and Disposal ^{note 1} (A)	\$ _____	\$ _____	\$ _____
GST 5 % (B = D*0,05)	\$ _____	\$ _____	\$ _____
QST 9.975 % (C = A*0,09975)	\$ _____	\$ _____	\$ _____
Price/ Metric Ton (D=A+B+C)	\$ _____	\$ _____	\$ _____
Disposal Charge/Ton ^{note 2} (R)	See note 2	See note 2	See note 2
GST 5 % (E = R*0,05)			
QST 7,5 % (F = R*0,09975)			
Total Price Charge / Metric Ton (R¹ = R+E+F)			
TOTAL (T = D+R¹)	\$ _____	\$ _____	\$ _____

Note:

1. The compensation due to the augmentation of the price of diesel fuel is taken into consideration. (Reference: Section 5.5 of the Technical Specifications)
2. According to Chapter Q-2 of the Environment Quality Act, the Regulation respecting the charges payable for the disposal of residual materials, these charges are indexed according to the provisions of Section 4 and published in Part 1 of the *Gazette officielle du Québec*. For the purposes of the present call for tenders, the \$ 32.00 per metric ton charge payable in 2024 is used as the first year and indexed annually according to an average consumer price index of 2%. At the time of invoicing, charge (R) will be modified according to government decree.

Proposed Method of Waste Handling

Indicate method by choosing Option A or Option B.

Option A

Transport waste from municipal reception sites directly to an elimination site

Option B

Transport waste from municipal reception sites to a transfer station for processing before transporting to an elimination site

If option B was chosen, please complete the following information regarding the transfer site(s):

Transfer Station (if applicable):

Lot, Range, Township: _____
Municipality: _____
Operation commencement date: _____

In the event that there is more than one transfer site, please enumerate them.

Lot, Range, Township: _____
Municipality: _____
Operation commencement date: _____

Lot, Range, Township: _____
Municipality: _____
Operation commencement date: _____

Lot, Range, Township: _____
Municipality: _____
Operation commencement date: _____

Disposal Facility:

Name: _____
Owner: _____
Operator: _____
Location: _____
Number of Authorization Certificate (Annex Certificate to the Submission): _____
Expiry Date of Certificate: _____

We invite you to submit any complementary information relative to the method of waste management in an appendix (facultative).

Transport Credit

If a municipality chooses to transport municipal waste to a site owned by the Contractor, indicate the price/km to be credited: \$ _____

By signing this agreement, I _____ confirm that I have received a
(please print name)

complete call for tender document, have examined and read it carefully, and I understand all the requirements and obligations of the coming contract. I confirm that all information provided is exact and complete.

(Signature)

TENDER EVALUATION CRITERIA

TENDER

Project

Reception, Transport and Disposal of household waste
2024

Tender Submission

Tuesday, June 11, 2024 at 10am, local time

Opening of Tenders

Tuesday, June 11, 2024 at 10:05am, local time

A bid is deemed to be in conformity if it respects all dispositions contained in the particular, general and technical contract specifications

LIST OF DOCUMENTS TO INCLUDE WITH TENDER (3 copies and one original of each of the documents)	√
1) <u>Particular contract specifications</u>	
• Bid Security and Letter of Indemnity (article 3)	<input type="checkbox"/>
• Contract guarantee to provide a performance and Surety bond (article 4)	<input type="checkbox"/>
• Certificate of CSST compliance (Article 7)	<input type="checkbox"/>
• Revenu Quebec certificate (article 8)	<input type="checkbox"/>
• Déclaration du soumissionnaire - Politique de gestion contractuelle (article 9 and Annexe A available in French only)	<input type="checkbox"/>
• Bid Form (tender submission form) (article 12.5)	<input type="checkbox"/>
• Relevant Experience (articles 12.6 and 12.16)	<input type="checkbox"/>
• Knowledge of the Territory (articles 12.7 and 12.16)	<input type="checkbox"/>
• Proposed Schedule (article 12.8)	<input type="checkbox"/>
• Environmental Emergency Plan (article 12.10)	<input type="checkbox"/>
• Administrative and Organizational Structure Plan and proposed itinerary (article 12.13 and 12.16)	<input type="checkbox"/>
• Name of elimination site and confirmation of accepting MRC household waste (article 12.14)	<input type="checkbox"/>
• Proposed route to reception site and elimination facility (article 12.15)	<input type="checkbox"/>
• Document explaining comprehension of mandate and competence (article 12.16)	<input type="checkbox"/>
2) <u>General Contract Specifications</u>	
• Tender submission form (article 2.3)	<input type="checkbox"/>
• Resolution of the company or power of attorney (article 2.4)	<input type="checkbox"/>
3) <u>Technical specifications</u>	
• Proposed method for waste handling / tender submission form (article 5.2.2)	<input type="checkbox"/>
• Equipment list and uses (article 5.2.3)	<input type="checkbox"/>
• Copy of the MELCCFP Certificate of Authorization of the elimination site (article 5.3)	<input type="checkbox"/>
• Template of table for distances travelled (article 5.5)	<input type="checkbox"/>

TENDER EVALUATION CHART

PART 1				
QUALITATIVE EVALUATION OF BIDS		Bidder	Bidder	Bidder
Name of bidder		A	B	C
Criteria	Evaluation	Points	Points	Points
1. Experience	30/150			
a) in waste management				
<ul style="list-style-type: none"> 11 years and up between 6 and 10 between 1 and 5 no experience 	15 10 5 0	/15	/15	/15
b) Experience in commercial transport management				
<ul style="list-style-type: none"> 11 years and up between 6 and 10 between 1 and 5 no experience 	15 10 5 0	/15	/15	/15
2. Knowledge of the Pontiac territory	10/150			
<ul style="list-style-type: none"> the bidder demonstrates a high level of knowledge of the characteristics of the territory to be served the bidder demonstrates a satisfactory level of knowledge of the characteristics of the territory to be served the bidder demonstrates no knowledge of the of the territory to be served 	10 6 0	/10	/10	/10
3. Organization	25/150			
a) suggested route				
<ul style="list-style-type: none"> optimizes trips to the disposal site non-optimized travel does not provide a route 	10 5 0	/10	/10	/10
b) equipment				
<ul style="list-style-type: none"> the bidder has all necessary equipment to carry out the contract the bidder has part of the necessary equipment to carry out the contract the bidder has minimal equipment to carry out the contract 	15 8 0	/15	/15	/15
4. Understanding of the mandate and competence	25 /150			

<ul style="list-style-type: none"> • good understanding and capacity to fulfill the mandate as required • appears to have the ability but misunderstood the mandate • does not demonstrate the skills needed to fulfill the mandate 	25			
	15	/25	/25	/25
	0			
5. Quality of the documents	10 /150			
<ul style="list-style-type: none"> • complete, organized and well presented • complete & disorganized • incomplete & disorganized 	10			
	6	/10	/10	/10
	0			
6. The price	50/150			
<ul style="list-style-type: none"> • The lowest conforming bid • Remove 5 points per \$5/tonne price gap from the lowest bidder 	50			
	45			
	40			
	35			
	30			
	25	/50	/50	/50
	20			
	15			
	10			
	5			
0				
TOTAL	/150	/150	/150	/150

The signatories are members of the selection committee.

Signature

Name (printed)

Title (printed)

Signature

Name (printed)

Title (printed)

Signature

Name (printed)

Title (printed)

Signature

Name (printed)

Title (printed)

DATE : _____

LOCATION : _____

ANNEXE A

POLITIQUE DE GESTION CONTRACTUELLE
DÉCLARATION DU SOUMISSIONNAIRE

PROVINCE DE QUÉBEC

MUNICIPALITÉ RÉGIONAL DU COMTÉ DE PONTIAC

RÈGLEMENT NUMÉRO 272-2021 MODIFIANT LE RÈGLEMENT SUR LA GESTION CONTRACTUELLE

ATTENDU QUE le Règlement numéro 254-2019 sur la gestion contractuelle a été adoptée par la Municipalité Régional du Comté de Pontiac le 15 mai 2019 conformément à l'article 938.1.2 du *Code municipal du Québec* (ci-après appelé « *C.M.* »);

ATTENDU QUE la *Loi instaurant un nouveau régime d'aménagement dans les zones inondables des lacs et des cours d'eau, octroyant temporairement aux municipalités des pouvoirs visant à répondre à certains besoins et modifiant diverses dispositions* (L.Q. 2021, chapitre 7) a été sanctionnée le 25 mars 2021;

ATTENDU QUE dans le contexte de la pandémie de la COVID-19, l'article 124 de cette loi prévoit que pour une période de trois (3) ans, à compter du 25 juin 2021, les municipalités devront prévoir des mesures afin de favoriser les entreprises québécoises pour tout contrat qui comporte une dépense inférieure au seuil décrété pour la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumission publique;

ATTENDU QU'un avis de motion a été donné et qu'un projet de règlement a été déposé et présenté à la séance du 19 mai 2021.

EN CONSÉQUENCE, IL EST PROPOSÉ PAR : SERGE NEWBERRY ET RÉSOLU UNANIMEMENT QUE LE PRÉSENT RÈGLEMENT SOIT ADOPTÉ ET QU'IL SOIT ORDONNÉ ET STATUÉ COMME SUIT :

1. L'article 2 du présent règlement est effectif à compter du 25 juin 2021, ou du jour de l'entrée en vigueur du présent règlement, selon la plus tardive de ces deux dates, et le demeure jusqu'au 25 juin 2024.

2. Le Règlement numéro 254-2019 sur la gestion contractuelle est modifié par l'ajout de l'article suivant :

10.1 Sans limiter les principes et les mesures énoncés en matière de rotation des fournisseurs prévus au présent règlement, dans le cadre de l'octroi de tout contrat qui comporte une dépense inférieure au seuil décrété de la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumissions publique, la municipalité doit favoriser les biens et les services québécois ainsi que les fournisseurs, les assureurs et les entrepreneurs qui ont un établissement au Québec.

Est un établissement au Québec, au sens du présent article, tout lieu où un fournisseur, un assureur ou un entrepreneur exerce ses activités de façon permanente qui est clairement identifié à son nom et accessible durant les heures normales de bureau.

Sont des biens et services québécois, des biens et services dont la majorité de leur conception, fabrication, assemblage ou de leur réalisation sont fait en majorité à partir d'un établissement situé au Québec.

La MRC, dans la prise de décision quant à l'octroi d'un contrat visé au présent article, considère notamment les principes et les mesures énoncés en matière de rotation des fournisseurs potentiels et plus spécifiquement détaillés aux articles 9 et 10 du règlement, sous réserve des adaptations nécessaires à l'achat local.

3. Le présent règlement entre en vigueur conformément à la loi.

ADOPTÉ

Avis de motion : 19 mai, 2021
Adoption du règlement : 16 Juin, 2021
Avis de publication : 17 juin, 2021
Entrée en vigueur : 17 juin, 2021

Bernard Roy
Directeur général et secrétaire-trésorier

Jane Toller
Préfet

RÈGLEMENT NUMÉRO 254-2019 SUR LA GESTION CONTRACTUELLE

ATTENDU QU'une politique de gestion contractuelle a été adoptée par la MRC de Pontiac le 22 mars 2011 (Résolution C.M. 2011-03-12), conformément à l'article 938.1.2 du *Code municipal du Québec* (ci-après appelée le « Code municipal »);

ATTENDU QUE l'article 938.1.2 du Code municipal a été remplacé, le 1^{er} janvier 2018, obligeant les municipalités, à compter de cette dernière date, à adopter un règlement sur la gestion contractuelle;

ATTENDU QUE la MRC souhaite, comme le lui permet l'article 938.1.2 du Code municipal, prévoir des règles de passation des contrats qui comportent une dépense d'au moins 25 000 \$, mais inférieure au seuil de la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumissions publique en vertu de l'article 935 du Code municipal;

ATTENDU QU'en conséquence, l'article 936 du Code municipal ne s'applique plus à ces contrats à compter de l'entrée en vigueur du présent règlement;

ATTENDU QUE le présent règlement répond à un objectif de transparence et de saine gestion des fonds publics;

ATTENDU QU'un avis de motion a été dûment donné lors de la séance du conseil tenue le 20 mars 2019 et que le dépôt du projet de règlement a été fait lors de la séance du conseil tenue le 17 avril 2019;

ATTENDU QUE le directeur général mentionne que le présent règlement a pour objet de prévoir des mesures relatives à la gestion contractuelle pour tout contrat qui sera conclu par la MRC, incluant certaines règles de passation des contrats pour les contrats qui comportent une dépense d'au moins 25 000 \$, mais inférieure au seuil de la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumissions publique en vertu de l'article 935 du Code municipal, ce seuil étant, depuis le 19 avril 2018, de 101 100 \$, et pourra être modifié suite à l'adoption, par le Ministre, d'un règlement en ce sens ;

EN CONSÉQUENCE, il est proposé par le Conseiller régional M. Carl Mayer

ET RÉSOLU UNANIMEMENT QUE LE PRÉSENT RÈGLEMENT SOIT ADOPTÉ ET QU'IL SOIT ORDONNÉ ET STATUÉ COMME SUIT :

CHAPITRE I **DISPOSITIONS DÉCLARATOIRES ET INTERPRÉTATIVES**

SECTION I

DISPOSITIONS DÉCLARATOIRES

1. Objet du règlement

Le présent règlement a pour objet :

- a) de prévoir des mesures pour l'octroi et la gestion des contrats accordés par la MRC, conformément à l'article 938.1.2 du Code municipal;

Reception, Transportation and Disposal of Household Waste

- b) de prévoir des règles de passation des contrats qui comportent une dépense d'au moins 25 000 \$, mais inférieure au seuil de la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumissions publique en vertu de l'article 935 du Code municipal.

2. Champ d'application

Le présent règlement s'applique à tout contrat conclu par la MRC qui comporte une dépense, y compris un contrat qui n'est pas visé à l'un des paragraphes du premier alinéa du paragraphe 1 de l'article 935 ou aux articles 938.0.1 et 938.0.2 du Code municipal.

Le présent règlement s'applique peu importe l'autorité qui accorde le contrat, que ce soit le conseil ou toute personne à qui le conseil a délégué le pouvoir de dépenser et de passer des contrats au nom de la MRC.

Le présent règlement ne s'applique pas à un contrat de travail.

SECTION II**DISPOSITIONS INTERPRÉTATIVES****3. Interprétation du texte**

Le présent règlement doit être interprété selon les principes de la *Loi d'interprétation* (RLRQ, c. I-16).

Il ne doit pas être interprété comme permettant de déroger aux dispositions impératives des lois régissant les contrats des municipalités, à moins que ces lois ne permettent expressément d'y déroger par le présent règlement dont, par exemple, certaines des mesures prévues au Chapitre II du présent règlement.

4. Autres instances ou organismes

La MRC reconnaît l'importance, le rôle et les pouvoirs accordés aux autres instances qui peuvent enquêter et agir à l'égard des objets visés par certaines mesures prévues au présent règlement. Cela comprend notamment les mesures visant à prévenir les gestes d'intimidation, de trafic d'influence, de corruption, de truquage des offres, ainsi que celles qui visent à assurer le respect de la *Loi sur la transparence et l'éthique en matière de lobbyisme* et du *Code de déontologie des lobbyistes* adopté en vertu de cette loi.

5. Règles particulières d'interprétation

Le présent règlement ne doit pas être interprété :

- a) de façon restrictive ou littérale;
- b) comme restreignant la possibilité pour la MRC de contracter de gré à gré, dans les cas où la loi lui permet de le faire.

Les mesures prévues au présent règlement doivent s'interpréter :

- a) selon les principes énoncés au préambule de la *Loi visant principalement à reconnaître que les municipalités sont des gouvernements de proximité et à augmenter à ce titre leur autonomie et leurs pouvoirs* (2017, c. 13) (Projet de loi 122) reconnaissant notamment les municipalités comme étant des gouvernements de proximité et aux élus, la légitimité nécessaire pour gouverner selon leurs attributions;
- b) de façon à respecter le principe de la proportionnalité et ainsi assurer que les démarches liées aux mesures imposées sont proportionnées à la nature et au montant de la dépense du contrat à intervenir, eu égard aux coûts, au temps exigé et à la taille de la MRC.

6. Terminologie

À moins que le contexte l'indique autrement, les mots et expressions utilisés dans le présent règlement ont le sens suivant :

« *Appel d'offres* » : Appel d'offres public ou sur invitation exigé par les articles 935 et suivants du Code municipal ou un règlement adopté en vertu de cette loi. Sont exclues de l'expression « *appel d'offres* », les demandes de prix qui sont formulées lorsqu'aucun appel d'offres n'est requis par la loi ou par le présent règlement.

- « *Conseil* » : Aux fins du présent règlement, le terme « conseil » réfère conseil des maires.
- « *Soumissionnaire* » : Toute personne qui soumet une offre au cours d'un processus d'appel d'offres.

CHAPITRE II**RÈGLES DE PASSATION DES CONTRATS ET ROTATION****7. Généralités**

La MRC respecte les règles de passation des contrats prévues dans les lois qui la régissent, dont le Code municipal. De façon plus particulière :

- a) elle procède par appel d'offres sur invitation lorsque la loi ou un règlement adopté en vertu d'une loi impose un tel appel d'offres, à moins d'une disposition particulière à l'effet contraire prévue au présent règlement;
- b) elle procède par appel d'offres public dans tous les cas où un appel d'offres public est imposé par la loi ou par un règlement adopté en vertu de la loi;
- c) elle peut procéder de gré à gré dans les cas où la loi ou le présent règlement lui permet de le faire.

Rien dans le présent règlement ne peut avoir pour effet de limiter la possibilité pour la MRC d'utiliser tout mode de mise en concurrence pour l'attribution d'un contrat, que ce soit par appel d'offres public, sur invitation ou par une demande de prix, même si elle peut légalement procéder de gré à gré.

8. Contrats pouvant être conclus de gré à gré

Sous réserve de l'article 11, tout contrat visé à l'un des paragraphes du premier alinéa de l'article 935 du Code municipal., comportant une dépense d'au moins 25 000 \$, mais inférieure au seuil de la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumissions publique en vertu de l'article 935 du Code municipal, peut être conclu de gré à gré par la MRC.

Sans limiter la généralité de l'alinéa précédent, tout contrat d'approvisionnement, de construction, de services ou de services professionnels, dont la valeur est d'au moins 25 000 \$ mais inférieure au seuil de la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumission publique, peut être conclu de gré à gré par la MRC.

9. Rotation - Principes

La MRC favorise, si possible, la rotation parmi les fournisseurs potentiels, à l'égard des contrats qui peuvent être passés de gré à gré en vertu de l'article 8. La MRC, dans la prise de décision à cet égard, considère notamment les principes suivants :

- a) le degré d'expertise nécessaire;
- b) la qualité des travaux, services ou matériaux déjà dispensés ou livrés à la MRC;
- c) les délais inhérents à l'exécution des travaux, à la fourniture du matériel ou des matériaux ou à la dispense de services;
- d) la qualité des biens, services ou travaux recherchés;
- e) les modalités de livraison;
- f) les services d'entretien;
- g) l'expérience et la capacité financière requises;
- h) la compétitivité du prix, en tenant compte de l'ensemble des conditions du marché;

Reception, Transportation and Disposal of Household Waste

- i) le fait que le fournisseur ait un établissement sur le territoire de la MRC;
- j) tout autre critère directement relié au marché.

10. Rotation - Mesures

Aux fins d'assurer la mise en œuvre de la rotation prévue à l'article 9, la MRC applique, dans la mesure du possible et à moins de circonstances particulières, les mesures suivantes :

- a) les fournisseurs potentiels sont identifiés avant d'octroyer le contrat. Si le territoire de la MRC compte plus d'un fournisseur, cette identification peut se limiter à ce dernier territoire ou, le cas échéant, le territoire de la MRC ou de toute autre région géographique qui sera jugée pertinente compte tenu de la nature du contrat à intervenir;
- b) une fois les fournisseurs identifiés et en considérant les principes énumérés à l'article 9, la rotation entre eux doit être favorisée, à moins de motifs liés à la saine administration;
- c) la MRC peut procéder à un appel d'intérêt afin de connaître les fournisseurs susceptibles de répondre à ses besoins;
- d) à moins de circonstances particulières, la personne en charge de la gestion du contrat complète, dans la mesure du possible, le formulaire d'analyse que l'on retrouve à l'Annexe 4;

CHAPITRE III**MESURES****SECTION I****CONTRATS DE GRÉ À GRÉ****11. Généralités**

Pour certains contrats, la MRC n'est assujettie à aucune procédure particulière de mise en concurrence (appel d'offres public ou sur invitation). Le présent règlement ne peut avoir pour effet de restreindre la possibilité, pour la MRC, de procéder de gré à gré pour ces contrats. Il s'agit, notamment, de contrats :

- qui, par leur nature, ne sont assujettis à aucun processus d'appel d'offres (contrats autres que des contrats d'assurance pour l'exécution de travaux, d'approvisionnement et de services);
- expressément exemptés du processus d'appel d'offres (notamment ceux énumérés à l'article 938 du Code municipal) et les contrats de services professionnels nécessaires dans le cadre d'un recours devant un tribunal, un organisme ou une personne exerçant des fonctions judiciaires ou juridictionnelles;
- d'assurance, pour l'exécution de travaux, d'approvisionnement ou de services (incluant les services professionnels) qui comportent une dépense inférieure à 25 000 \$.

12. Mesures

Lorsque la MRC choisit d'accorder un contrat de gré à gré, les mesures suivantes s'appliquent, à moins que ces mesures ne soient incompatibles avec la nature du contrat :

- a) Lobbyisme
 - Mesures prévues aux articles 17 (Devoir d'information des élus et employés) et 18 (Formation);
- b) Intimidation, trafic d'influence ou corruption
 - Mesure prévue à l'article 20 (Dénonciation);
- c) Conflit d'intérêts
 - Mesure prévue à l'article 22 (Dénonciation);
- d) Modification d'un contrat

- Mesure prévue à l'article 28 (Modification d'un contrat).

CONTRATS NÉCESSITANT UNE ÉVALUATION SELON UNE GRILLE DE PONDÉRATION

13. Le conseil délègue au directeur général le pouvoir de former tout comité de sélection afin de s'assurer du respect de toutes les obligations inhérentes.

Le conseil délègue au directeur général ou au responsable nommé par le directeur général le pouvoir d'établir les critères de pondération.

14. **Document d'information**

La MRC doit publier, sur son site Internet, le document d'information relatif à la gestion contractuelle joint à l'Annexe 1, de façon à informer la population et d'éventuels contractants des mesures prises par elle dans le cadre du présent règlement.

SECTION II

TRUQUAGE DES OFFRES

15. **Sanction si collusion**

Doit être insérée dans les documents d'appel d'offres, une disposition prévoyant la possibilité pour la MRC de rejeter une soumission s'il est clairement établi qu'il y a eu collusion avec toute personne en contravention à toute loi visant à lutter contre le truquage des offres.

16. **Déclaration**

Tout soumissionnaire doit joindre à sa soumission, ou au plus tard avant l'octroi du contrat, une déclaration affirmant solennellement que sa soumission a été préparée et déposée sans qu'il y ait eu collusion, communication, entente ou arrangement avec toute personne en contravention à toute loi visant à lutter contre le truquage des offres. Cette déclaration doit être faite sur le formulaire joint à l'Annexe 2.

SECTION III

LOBBYISME

17. **Devoir d'information des élus et employés**

Tout membre du conseil ou tout fonctionnaire ou employé doit rappeler, à toute personne qui prend l'initiative de communiquer avec lui afin d'obtenir un contrat, l'existence de la *Loi sur la transparence et l'éthique en matière de lobbyisme*, lorsqu'il estime qu'il y a contravention à cette loi.

18. **Formation**

La MRC privilégie la participation des membres du conseil et des fonctionnaires et employés à une formation destinée à les renseigner sur les dispositions législatives et réglementaires applicables en matière de lobbyisme.

19. **Déclaration**

Tout soumissionnaire doit joindre à sa soumission ou, au plus tard avant l'octroi du contrat, une déclaration affirmant solennellement que ni lui ni aucun de ses collaborateurs, représentants ou employés ne s'est livré à une communication d'influence aux fins de l'obtention du contrat en contravention à la *Loi sur la transparence et l'éthique en matière de lobbyisme* ou, si telle communication d'influence a eu lieu, qu'elle a fait l'objet d'une inscription au registre des lobbyistes lorsqu'une telle inscription est exigée en vertu de la loi. Cette déclaration doit être faite sur le formulaire joint à l'Annexe 2.

SECTION IV**INTIMIDATION, TRAFIC D'INFLUENCE OU CORRUPTION****20. Dénonciation**

Tout membre du conseil, tout fonctionnaire ou employé, de même que toute autre personne œuvrant pour la MRC doit dénoncer, le plus tôt possible, toute tentative d'intimidation, de trafic d'influence ou de corruption dont il a été témoin dans le cadre de ses fonctions. Cette mesure ne doit pas être interprétée comme limitant le droit de la personne concernée à porter plainte auprès d'un service de police ou d'une autre autorité publique.

Un membre du conseil fait cette dénonciation au directeur général; le directeur général au préfet; les autres fonctionnaires et employés ainsi que toute personne œuvrant pour la MRC, au directeur général. Lorsque la dénonciation implique directement ou indirectement le préfet ou le directeur général, la dénonciation est faite à celui qui n'est pas impliqué. S'ils sont tous les deux impliqués, la dénonciation est faite au préfet suppléant ou à un autre membre du conseil régional non impliqué. La personne qui reçoit la dénonciation doit la traiter avec diligence et prendre les mesures appropriées en fonction de la nature de la situation dénoncée.

21. Déclaration

Tout soumissionnaire doit joindre à sa soumission, ou au plus tard avant l'octroi du contrat, une déclaration affirmant solennellement que ni lui ni aucun de ses collaborateurs, représentants ou employés ne s'est livré, dans le cadre de l'appel d'offres, à des gestes d'intimidation, de trafic d'influence ou de corruption, à l'endroit d'un membre du conseil, d'un fonctionnaire ou employé ou de toute autre personne œuvrant pour la MRC. Cette déclaration doit être faite sur le formulaire joint à l'Annexe 2.

SECTION V**CONFLITS D'INTÉRÊTS****22. Dénonciation**

Tout membre du conseil, tout fonctionnaire ou employé, de même que toute autre personne œuvrant pour la MRC, impliqué dans la préparation de documents contractuels ou dans l'attribution de contrats, doit dénoncer, le plus tôt possible, l'existence de tout intérêt pécuniaire dans une personne morale, société ou entreprise susceptible de conclure un contrat avec la MRC.

Un membre du conseil fait cette dénonciation au directeur général; le directeur général au préfet; les autres fonctionnaires et employés ainsi que toute autre personne œuvrant pour la MRC, au directeur général. Lorsque la dénonciation implique directement ou indirectement le préfet ou le directeur général, la dénonciation est faite à celui qui n'est pas impliqué. S'ils sont tous les deux impliqués, la dénonciation est faite au préfet suppléant ou à un autre membre du conseil régional non impliqué. La personne qui reçoit la dénonciation doit la traiter avec diligence et prendre les mesures appropriées en fonction de la nature de la situation dénoncée.

23. Déclaration

Lorsque la MRC utilise un système de pondération et d'évaluation des offres, tout membre du comité de sélection doit déclarer solennellement par écrit, avant de débiter l'évaluation des soumissions, qu'il n'a aucun intérêt pécuniaire particulier, direct ou indirect, à l'égard du contrat faisant l'objet de l'évaluation. Il doit également s'engager à ne pas divulguer le mandat qui lui a été confié par la MRC, de même qu'à ne pas utiliser, communiquer, tenter d'utiliser ou de communiquer, tant pendant son mandat qu'après celui-ci, les renseignements obtenus dans l'exercice ou à l'occasion de l'exercice de ses fonctions de membre du comité de sélection. Cette déclaration doit être faite sur le formulaire joint à l'Annexe 3.

24. Intérêt pécuniaire minime

L'intérêt pécuniaire minime n'est pas visé par les mesures décrites aux articles 22 et 23.

SECTION VI**IMPARTIALITÉ ET OBJECTIVITÉ DU PROCESSUS D'APPEL D'OFFRES****25. Responsable de l'appel d'offres**

Tout appel d'offres identifie un responsable et prévoit que tout soumissionnaire potentiel ou tout soumissionnaire doit s'adresser à ce seul responsable pour obtenir toute information ou précision relativement à l'appel d'offres.

26. Questions des soumissionnaires

Le responsable de l'appel d'offres compile les questions posées par chacun des soumissionnaires au cours du processus d'appel d'offres et émet, s'il le juge nécessaire, un addenda, de façon à ce que tous les soumissionnaires obtiennent les réponses aux questions posées par les autres.

Le responsable de l'appel d'offres a l'entière discrétion pour juger de la pertinence des questions posées et de celles qui nécessitent une réponse et il peut regrouper et reformuler certaines questions aux fins de la transmission des réponses aux soumissionnaires.

27. Dénonciation

Tout membre du conseil, tout fonctionnaire ou employé, de même que toute autre personne œuvrant pour la MRC, doit, dès qu'il en est informé, dénoncer l'existence de toute situation, autre qu'un conflit d'intérêts, susceptible de compromettre l'impartialité et l'objectivité du processus d'appel d'offres et de la gestion du contrat qui en résulte.

Un membre du conseil fait cette dénonciation au directeur général; le directeur général au préfet; les autres fonctionnaires et employés, ainsi que toute autre personne œuvrant pour la MRC, au directeur général. Lorsque la dénonciation implique directement ou indirectement le préfet ou le directeur général, la dénonciation est faite à celui qui n'est pas impliqué. S'ils sont tous les deux impliqués, la dénonciation est faite au préfet suppléant ou à un autre membre du conseil régional non impliqué. La personne qui reçoit la dénonciation doit la traiter avec diligence et prendre les mesures appropriées en fonction de la nature de la situation dénoncée.

SECTION VII**MODIFICATION D'UN CONTRAT****28. Modification d'un contrat**

Toute modification apportée à un contrat et qui a pour effet d'en augmenter le prix, doit être justifiée par la personne responsable de la gestion de ce contrat, en considérant les règles applicables pour autoriser une telle modification.

La MRC ne peut modifier un contrat accordé à la suite d'un appel d'offres, sauf dans le cas où la modification constitue un accessoire à celui-ci et n'en change pas la nature.

CHAPITRE IV**DISPOSITIONS ADMINISTRATIVES ET FINALES****29. Application du règlement**

Reception, Transportation and Disposal of Household Waste

L'application du présent règlement est sous la responsabilité du directeur général de la MRC. Ce dernier est responsable de la confection du rapport qui doit être déposé annuellement au conseil concernant l'application du présent règlement, conformément à l'article 938.1.2 du Code municipal.

30. Abrogation

Le présent règlement remplace et abroge la Politique de gestion contractuelle adoptée par le conseil le 22 mars 2011 (Résolution C.M. 2011-03-12) et réputée être, depuis le 1^{er} janvier 2018, un règlement sur la gestion contractuelle en vertu de l'article 278 de la *Loi visant principalement à reconnaître que les municipalités sont des gouvernements de proximité et à augmenter à ce titre leur autonomie et leurs pouvoirs* (2017, c.13).

31. Entrée en vigueur et publication

Le présent règlement entre en vigueur conformément à la loi et est publié sur le site Internet de la MRC. De plus, une copie de ce règlement est transmise au MAMH.

Adopté à Campbell's Bay, ce 15 mai 2019

Jane Toller

Préfète

Avis de motion :

Dépôt du projet de règlement :

Adoption du règlement :

Avis de publication :

Entrée en vigueur :

Transmission au MAMH :

Bernard Roy

Directeur général et secrétaire-trésorier

20 mars 2019

17 avril 2019

15 mai 2019

30 mai 2019

30 mai 2019

30 mai 2019

DÉCLARATION DU SOUMISSIONNAIRE

ANNEXE 1

DOCUMENT D'INFORMATION
(Gestion contractuelle)

(Article 14 du règlement numéro 254-2019 sur la gestion contractuelle)

La MRC a adopté un Règlement sur la gestion contractuelle prévoyant des mesures visant à :

- favoriser le respect des lois applicables qui visent à lutter contre le truquage des offres;
- assurer le respect de la *Loi sur la transparence et l'éthique en matière de lobbyisme* et du *Code de déontologie des lobbyistes* adopté en vertu de cette loi;
- prévenir les gestes d'intimidation, de trafic d'influence ou de corruption;
- prévenir les situations de conflit d'intérêts;
- prévenir toute autre situation susceptible de compromettre l'impartialité et l'objectivité du processus de demande de soumissions et de la gestion du contrat qui en résulte;
- encadrer la prise de toute décision ayant pour effet d'autoriser la modification d'un contrat;
- favoriser, dans la mesure du possible et selon les critères et principes prévus au règlement, la rotation des éventuels cocontractants à l'égard des contrats qui comportent une dépense de 25 000 \$ ou plus, mais inférieure au seuil de la dépense d'un contrat qui ne peut être adjugé qu'après une demande de soumissions publique en vertu de l'article 935 du Code municipal.

Ce règlement peut être consulté en cliquant sur le lien ci-après : <http://www.mrcpontiac.qc.ca/la-mrc/gestion-contractuelle/>

Toute personne qui entend contracter avec la MRC est invitée à prendre connaissance du Règlement sur la gestion contractuelle et à s'informer auprès du directeur général si elle a des questions à cet égard.

Par ailleurs, toute personne qui aurait de l'information relativement au non-respect de l'une ou l'autre des mesures y étant contenues est invitée à en faire part au directeur général ou au préfet. Ces derniers verront, si cela s'avère nécessaire, à prendre les mesures utiles ou référer la plainte et la documentation aux autorités compétentes.

ANNEXE 2

**DÉCLARATION DU SOUMISSIONNAIRE
(Gestion contractuelle)**

Je, soussigné(e), soumissionnaire ou représentant du soumissionnaire _____, déclare solennellement qu'au meilleur de ma connaissance :

- a) la présente soumission a été préparée et déposée sans qu'il y ait eu collusion, communication, entente ou arrangement avec toute autre personne en contravention à toute loi visant à lutter contre le truquage des offres;
- b) ni moi ni aucun des collaborateurs, représentants ou employés du soumissionnaire ne nous sommes livrés à une communication d'influence aux fins de l'obtention du contrat, ou, si telle communication d'influence a eu lieu, je déclare que cette communication a fait l'objet d'une inscription au registre des Lobbyistes, telle qu'exigée en vertu de la loi le cas échéant;
- c) ni moi ni aucun des collaborateurs, représentants ou employés du soumissionnaire ne nous sommes livrés à des gestes d'intimidation, de trafic d'influence ou de corruption, à l'endroit d'un membre du conseil, d'un fonctionnaire ou employé ou de toute autre personne œuvrant pour la MRC dans la cadre de la présente demande de soumissions.

ET J'AI SIGNÉ :

Affirmé solennellement devant moi à _____

ce _____^e jour de _____ 2024

Commissaire à l'assermentation pour le Québec

ANNEXE 3

DÉCLARATION DU MEMBRE D'UN COMITÉ DE SÉLECTION

Je, soussigné(e), membre du comité de sélection relativement à la Réception, le transport et l'élimination des ordures ménagères déclare solennellement n'avoir aucun intérêt pécuniaire particulier, direct ou indirect, à l'égard de ce contrat.

Je m'engage à ne pas divulguer le mandat qui m'a été confié par la MRC, de même qu'à ne pas utiliser, communiquer, tenter d'utiliser ou de communiquer, tant pendant mon mandat qu'après celui-ci, les renseignements obtenus dans l'exercice ou à l'occasion de l'exercice de mes fonctions de membre du comité de sélection.

ET J'AI SIGNÉ :

■

Affirmé solennellement devant moi à ■

ce ■^e jour de ■ 2024

■
Commissaire à l'assermentation pour le Québec

ANNEXE 4

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

BESOIN DE LA MRC	
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 <input type="checkbox"/> Non <input type="checkbox"/>
Sinon justifiez.	
Estimation du coût de préparation d'une soumission.	
Autres informations pertinentes	
MODE DE PASSATION CHOISI	
Gré à Gré <input type="checkbox"/>	Appel d'offres sur invitation <input type="checkbox"/>
Demande de prix <input type="checkbox"/>	Appel d'offres public ouvert à tous <input type="checkbox"/>
Appel d'offres public régionalisé <input type="checkbox"/>	
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 <input type="checkbox"/> Non <input type="checkbox"/>
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