

KATIVIK REGIONAL GOVERNMENT
Ordinance No. 2025-01

Concerning the rules pertaining to the contract management of the Kativik Regional Government.


- Whereas** the Kativik Regional Government (KRG) wants to ensure at all times the procurement of goods and services in accordance with its needs and the best conditions of the market, favoring the respect of requested standards, an ethics level beyond reproach, and competitiveness;
- Whereas** this ordinance is proposed as a supplementary document to provisions contained in Section 358 of the *Act respecting Northern villages and the Kativik Regional Government* (CQLR, c. V-6.1) to regulate the management of contracts by the KRG and includes provisions aimed at ensuring compliance with any applicable anti-bid-rigging legislation;
- Whereas** the ordinance aims at ensuring compliance with the *Lobbying Transparency and Ethics Act* (CQLR, Chapter T 11.011) and the *Code of Conduct for Lobbyists* (CQLR, c. T11-011, r. 2) adopted under that Act;
- Whereas** the ordinance seeks to prevent intimidation, influence peddling, corruption, conflict of interest situations and any other situation likely to compromise the impartiality or objectivity of a call for tenders or the management of the resulting contract;
- Whereas** the ordinance aims to regulate the making of decisions to authorize the amendment of a contract, and to promote Inuit suppliers and responsible purchasing;
- Whereas** it is deemed necessary that such an ordinance be adopted;
- Whereas** the Council has reviewed and discussed the appended rules pertaining to the contract management of the Kativik Regional Government and agrees with them.

The following is therefore enacted:

1. the preamble shall be an integral part of this ordinance;
2. the appended rules pertaining to the contract management of the Kativik Regional Government shall be approved;
3. this ordinance shall come into effect on the day of its publication.

IN FAVOUR:	12
OPPOSED:	0
ABSTENTIONS:	0
ABSENTEES:	5
DATE OF ADOPTION:	February 24, 2025
DATE OF PUBLICATION:	
SPEAKER'S SIGNATURE:	(S) Lucy Qalingo
SECRETARY'S SIGNATURE:	(S) Ina Gordon



CERTIFIED COPY

BY _____
DATE Feb 27, 2025

ORDINANCE CONCERNING THE RULES PERTAINING TO THE CONTRACT MANAGEMENT OF THE KATIVIK REGIONAL GOVERNMENT

PREAMBLE

The Kativik Regional Government ("KRG") is a supramunicipal body having jurisdiction over the territory of Québec located north of the 55th parallel and governed by the *Act respecting Northern villages and the Kativik Regional Government* (CQLR, c. V-6.1).

This ordinance is adopted as a supplementary document to provisions contained in Section 358 of the *Act respecting Northern villages and the Kativik Regional Government* (CQLR, c. V-6.1) to regulate the management of contracts by the KRG and includes provisions aimed at:

- 1) Ensuring compliance with any applicable anti-bid-rigging legislation;
- 2) Ensuring compliance with the *Lobbying Transparency and Ethics Act* (CQLR, Chapter T-11.011) and the *Code of Conduct for Lobbyists* (CQLR, c. T11-011, r. 2) adopted under that Act;
- 3) Preventing intimidation, influence peddling, and corruption;
- 4) Preventing conflict of interest situations;
- 5) Preventing any other situation likely to compromise the impartiality or objectivity of a call for tenders or the management of the resulting contract;
- 6) Governing the making of decisions to authorize the amendment of a contract;
- 7) Promote Inuit suppliers;
- 8) Promote responsible purchasing.
- 9) transparency as well as sound management of public funds.

CHAPTER I

GOVERNING PRINCIPLES

1. *Principles* – The KRG wants to ensure at all times the procurement of goods and services in accordance with its needs and the best conditions of the market. To this end, the KRG favours the respect of requested standards, an ethics level beyond reproach and competitiveness.
2. *Procurement process* – The procurement process, as reinforced by this ordinance, takes place within a rigorous legal and regulatory framework aimed at ensuring equity, integrity, transparency as well as sound management of public funds.

CHAPTER II

SCOPE OF ORDINANCE

3. *Covered contracts* – This ordinance shall apply to any and all contracts entered into by the KRG, with the exception of labour-related contracts.
4. *Excluded agreements* – This ordinance does not apply to the conclusion of an agreement governed by sections 351.1 to 353.1 of the *Act respecting Northern villages and the Kativik Regional*

Government with the Gouvernement du Québec, one of its ministers, with any body, including a public body, a municipality, a community, an association, a school service centre or a school board.

5. *Call for tender documents* – This ordinance is an integral part of any contract or call for tenders documents and as such, pertinent extracts will be included as part of the tender documents meaning tenderers must mandatorily state, in their tender, having acknowledged the present ordinance and accept to comply with it.
6. *Contemplated persons* – This ordinance shall apply to all members of the council, to the members of its various committees, including those persons appointed as members of selection committees having been formed to assess tenders, to the KRG officers, to any person whose services are retained by the KRG within the framework of the contract awarding or management processes, as well as to any potential tenderer or supplier.
7. *Loyalty* – All KRG elected officials must refrain at all times from using their position so as to favour the awarding of a contract to a certain supplier.
8. *Powers of the Chairperson* – This ordinance does not restrict the powers of the Chairperson of the Executive Committee to order any expenditure deemed necessary and award any contract necessary under section 358.2 of the *Act respecting Northern villages and the Kativik Regional Government*.
9. *Other laws* – This ordinance shall apply subject to any other applicable legislation namely, the *Act respecting Northern villages and the Kativik Regional Government*. Should any contradiction arise between the provisions of this ordinance and the Act, the latter shall take precedence.
10. *Technical assistance to Northern villages* – This ordinance applies *mutatis mutandis* to any measure taken by the KRG in its mandate to provide technical assistance to Northern villages.
11. *Person in charge of application* – The Director of the Administration Department is responsible for the application of this ordinance.
12. transparency as well as sound management of public funds.

CHAPTER III DEFINITIONS

13. In this ordinance, the following expressions and words have, unless the context would dictate a different meaning, the meaning indicated hereafter for each of them:

“Call for tenders by invitation”: A formal process by which a contract is awarded following a call for tenders made by inviting in writing at least two suppliers. Are excluded from the definition of “call for tenders by invitation” price requests that are made where no call for tenders is made compulsory by law.

“Committees and commissions of the KRG”: Any body mandated by the KRG. Are excluded from this definition the Kativik Environmental Quality Commission as well as any entity created by the James Bay and Northern Québec Agreement, even though KRG elected officials may sit on their board.

“Contract”: Any contract involving an expense for the KRG.

“Contract by mutual agreement”: Contract concluded directly with a supplier, without calling for tenders.

“Inuit supplier”:

- 1) an Inuk;
- 2) a corporation having, in the case of a business corporation, at least 51% of voting shares are beneficially owned by one or more Inuit or, in the case of a non-share capital corporation, at least 51% of voting members are Inuit, or the subsidiary company of such a corporation if at least 51% of voting shares of this subsidiary are owned by the parent corporation;
- 3) a cooperative directed by Inuit; or
- 4) a partnership, including a joint venture partnership or consortium, at least 50% of which is owned by one or more Inuit.

“Inuk” (“Inuit” in the plural): An Inuit beneficiary under section V.1 of the *Act respecting Cree, Inuit and Naskapi Native persons* (CQLR, c. A-33.1).

“Labour - related contracts”: A labour related contract is a set of terms that govern the working relationship between an employer and an employee. It specifies the rights, duties, and obligations of both parties.

“Price request”: Informal process by which the KRG puts two or more suppliers in competition for the purpose of concluding a contract by mutual agreement.

“Public call for tenders”: Formal process by which a contract is awarded following a public call for tenders published on the SÉAO.

“Responsible purchasing”: Purchasing process that takes into account environmental, social and economic considerations when defining the needs of the KRG.

“SÉAO”: The electronic tendering system approved by the Gouvernement du Québec for the purposes of section 11 of the *Act respecting contracting by public bodies* (CQLR, c. C-65.1).

“Supplier”: Person offering goods, services or both.

“Total expenditure”: The sum, in Canadian dollars, payable to a supplier under the terms of a contract, including any applicable net taxes, as the case may be. Are excluded from this definition the value of goods or services that may be provided by the KRG to the supplier under the terms of the contract. Total expenditure can include a certain % of taxes that is not recuperable, then all amounts (service + those taxes) are total expenditure.

CHAPTER IV

CONTRACT AWARD PROCESS

14. *Needs assessment* – Any procurement process must begin by a prior and adequate assessment of the needs of the KRG. Such assessment must include a realistic and reasonable estimate of the cost of the goods or services requested.
15. *Choice of contracting process* – Taking into account the objectives indicated in this ordinance, and in accordance with the provisions of the *Act respecting Northern villages and the Kativik Regional Government*, the selection of the call for tenders process depends upon the type of the contract and of the estimated amount of the contemplated total expenditure for the execution of said contract.

16. *Forbidden contract splitting* – It is prohibited to divide a contract into several contracts having a similar subject matter unless the division is warranted on grounds of sound administration.
17. *Prohibited tendering* – Any person whose services are retained by the KRG to identify a need or requirement prior to a contract award process or within the framework of a contract awarding process, particularly with regards to the preparation of technical specifications, cannot tender, nor act as a subcontractor in relation with such contract.
18. *Duty of confidentiality* – Any mandatory or consultant, as the case may be, who is entrusted by the KRG to draft call for tenders documents or to assist the KRG within the framework of such process must, in as much as possible, maintain confidentiality about such mandate, about work carried out or services provided within the framework of such mandate and about any information brought to his knowledge within the implementation of such mandate.
19. *Site visits* - Site visits and information meetings are exceptional and are limited to projects whose scope is difficult to describe precisely in the call for tenders documents.
20. *Competition* – Documents to be included in a call for tenders as well as the conditions under which contracts are awarded must be worded so as to ensure transparency, equity, and healthy competition as well as efficiency, innovation, and sustainable development.

Without limiting the scope of the foregoing, the terms of the conditions under which contracts are awarded shall be worded so as to avoid imposing technical specifications or requirements that would not allow equal treatment of tenderers.

CHAPTER V

RULES FOR AWARDING CONTRACTS INVOLVING AN EXPENDITURE OF \$20,000 OR LESS

21. *More demanding process* – Despite the fact that a contract would result in an expenditure of \$20,000 or less, the KRG shall, so as to ensure sound management, assess the possibility of, as the case may be:
 - 1) Voluntarily calling for tenders, either publicly or by invitation;
 - 2) Implement measures intended to favour the acquisition of goods or services, or the execution of construction works from Inuit suppliers;
 - 3) Aim at having as many suppliers participate, from among those who can meet its needs;
 - 4) Set up control provisions related to the amount of any contract and with any supplementary expenditure resulting from it, particularly in the case of a contract concluded by mutual agreement;
 - 5) Create a follow-up system allowing to measure the efficiency and effectiveness of the procedures used in respect of any contract when its amount is under the threshold for calls for tenders.

At the request of the Director of Administration department or the Director of Legal, Socio-Judicial and Municipal Management department, the Director General may, at any and all times, require that a more demanding call for tenders process than the one provided for in this ordinance be used when it is deemed that the KRG's interests would be better served by doing so.

22. *Price request* – Before awarding a contract by mutual agreement, the KRG invites potential suppliers that are able to fulfill its needs to participate in a price request.
23. *Exceptions* – A price request is not required where special circumstances are such that it would not be in the best interest of the KRG or it would be pointless where, for instance, an urgent need or specific delivery dates must be met, existing warranties or intellectual property rights must be respected, there is a need for a supplier's specific expertise, there is a need to ensure compatibility with existing goods, or it is likely that there would only be one supplier that would meet the needs of the KRG, based on previous price requests or call for tenders.
24. *Derogations* – After a price request, the contract may be awarded to a supplier that did not provide the lowest price, for valid reasons. These reasons must be related to the search for the best global offer, taking into account various comparative factors, for instance, the price, responsible purchasing, quality, customer or after-sale service, delivery delays, available human or material resources, offered warranties, proximity of the services, the goods or the manufacturer, past experience with the supplier concerned, and the fact that the supplier has an establishment within the territory of the KRG.
25. *Priority to Inuit suppliers* – The KRG may award a contract by mutual agreement to an Inuit supplier that did not necessarily provide the lowest price, on the condition that the goods or services be at least of equal quality to those requested.
26. *Approbation* – Any decision to waive a price request according to an exception or to award a contract to the supplier that did not propose the lowest price according to a derogation or a priority in this chapter shall be approved by the Assistant Director General responsible for the concerned department.

CHAPTER VI SELECTION COMMITTEE

27. *Principle* – Whenever the KRG uses a bid weighing and evaluating system to award a contract, a selection committee shall be formed to assess the tenders.
28. *Formation of the committee* – Before the call for tenders process is launched, the Assistant Director responsible for Procurement in the Administration Department, or the person he designates in his absence, must form the selection committee.
29. *Rotation* – The Assistant Director responsible for Procurement in the Administration Department shall ensure the rotation of members when forming selection committees.
30. *Composition* – The selection committee must include at least three members, at least one of whom must come from a department other than that of the person responsible for the matter.
31. *Independence* – A member of a selection committee cannot be a related person to any of the tenderers.

With the exception of the person responsible for the matter who may be designated as a member, the members cannot participate in the estimation process, the preparation of the call for tenders or in any prior certification or qualification process.

32. *Absence of hierarchical link* – There must be no direct hierarchical link between members of a selection committee.

33. *Particular knowledge* – At least one member must have technical knowledge in the field covered by the call for tenders.
34. *External member* – A selection committee may include a member who does not work for the KRG.
35. *Analysis process* – The members of a selection committee shall individually carry out the analysis of the tenders and then meet after the individual analysis is completed.
36. *Secretary* – The Assistant Director of the Legal, Socio-Judicial and Municipal Management Department acts as secretary for any selection committee; in case of absence or incapacity to act, he shall be replaced by the person so designated by Director of the Legal, Socio-Judicial and Municipal Management Department.

The secretary is responsible for ensuring equity, impartiality, and uniformity of the assessments and selection process. Although they coordinate the committee's work, the secretary does not assess tenders.

37. *Solemn undertaking* – Before the beginning of the selection committee's work, each member and the secretary must sign a solemn undertaking stating that:
 - 1) He or she has no direct or indirect interest in the outcome of the awarding process, and undertakes to take any and all reasonable precautions to avoid conflicts of interest and to report any such situation to the secretary, if any;
 - 2) He or she undertakes to preserve the confidentiality of the mandate he has been entrusted with, of the deliberations of the selection committee, as well as of any information of which he may become aware in the context of his mandate, this undertaking applying both inside and outside the KRG;
 - 3) He or she undertakes to analyze each tender with impartiality and to complete, prior to the selection committee meeting, an individual analysis of each tender received.
38. *Confidentiality* – All KRG elected officials must preserve the confidentiality of the identity of any selection committee member.

CHAPTER VII

AVAILABILITY OF CALL FOR TENDERS DOCUMENTS

39. *Public call for tenders* – Unless otherwise provided by applicable law or by an agreement with the Gouvernement du Québec, the documents related to any public call for tenders must be made available by means of the SÉAO and any person interested to submit a tender in response to such a call must obtain the call for tenders documents exclusively from the SÉAO.
40. *Call for tenders by invitation* – The documents for a call for tenders by invitation are forwarded to the selected suppliers by a representative of the Administration Department via email.

CHAPTER VII

COMMUNICATIONS

41. *Authorized representative* – The KRG representative who is identified in the call for tenders documents is the only person empowered to answer requests from any and all tenderers.

Call for tenders documents must state that any question, comment, or request for precision or modification from any potential tenderer or supplier must be transmitted in writing to said representative.

42. *Prohibition* – No elected officials or employees shall answer any question or request related to a call for tenders otherwise than by referring it to the KRG representative designated in the call for tenders documents.
43. *Confidentiality and discretion* – All KRG elected officials must, within the framework of any call for tenders or contract-awarding process, including before or after such process is carried out, use discretion and maintain, as much as possible, the confidentiality of information brought to their knowledge with regards to said processes.

They must so refrain at all times from disclosing the identity of potential or known tenderers as long as the tenders have not been opened.

44. *Equity between tenderers* – Any transmission of information to potential or confirmed tenderers must be carried out in such a way that fairness is preserved among all tenderers.
45. *Forbidden advantages* – No tenderer, supplier or purchaser shall make any offer, donation, payment, gift, remuneration, or to offer any other advantage to a KRG elected official, to an external member of a selection committee or to any other person involved in the preparation of the follow-up of a call for tenders process.

CHAPTER IX ATTESTATION AND ADMISSIBILITY

46. *Attestation* – In any tender presented to the KRG by a tenderer the latter shall attest the following, in the form required by the call for tenders:
 - 1) He or she prepared his tender without any collusion and without having established any agreement or arrangement with another tenderer or competitor except as regards the eventual conclusion of a subcontract when this is permitted in accordance with the call for tenders;
 - 2) There has not been, directly or indirectly any agreement or arrangement with the competitor with regards to prices, methods, factors or formulas to establish prices, or as regards the decision to submit a tender or not, or as regards the presentation of a tender that does not meet the specifications of a call for tenders, before the hour of the opening of the tenders;
 - 3) The terms of his tender have not been or will not be intentionally disclosed, directly or indirectly, to any other tenderer before the opening of the tenders;
 - 4) He will not retain the services of any KRG elected official, or any other person having participated in the preparation or in the follow-up of the call for tenders with the intention that they work in carrying out the tenderer's obligations under the contract that would be awarded following the call for tenders;
 - 5) Any influencing communication aimed at obtaining a contract, as the case may be, has taken place in accordance with the *Lobbying Transparency and Ethics Act* and with the

Code of conduct for lobbyists and no communication has taken place outside of the framework of the call for tenders;

- 6) Neither the tenderer, nor any of its managers, employees or related persons engaged in acts of intimidation, influence peddling or corruption, in connection with the call for tenders;
- 7) With the exception of the KRG representative designated in the call for tenders documents, neither the tenderer, nor any of its managers, employees or related persons, have communicated or attempted to communicate with any person involved in the contract award process or, as the case may be, with a member of a selection committee, for the purpose of exerting influence in connection with the call for tenders.

47. Tender rejection – Call for tenders documents must state that failure to provide the attestation in accordance with this chapter, duly completed and signed, results in the rejection of the tender.

However, an attestation that was omitted by mistake may be provided to the KRG after the opening of the tenders following a request to that effect.

48. Contract resiliation – Call for tenders documents must state that the discovery of a false or misleading declaration in the attestation provided in accordance with this chapter constitutes a cause for default that may lead to the resiliation of the contract.

49. Ineligible enterprises– The KRG will not enter into a contract, even into a contract by mutual agreement, with a person who is registered in the Registre des entreprises non admissibles aux contrats publics (RENA).

The KRG shall reject any tender or offer submitted by such a person.

CHAPTER X CONTRACT AMENDMENT

50. Principle – A contract may only be amended if the amendment is accessory to the contract and does not change its nature.

51. Contract of \$20,000 or less – No contract awarded by mutual agreement may be amended in a way that would bring the total expense above \$20,000 where section 358.1 of the *Act respecting Northern villages and the Kativik Regional Government* would apply to such contract by reason of such amendment.

52. Contract of less than \$100,000 – No contract awarded by mutual agreement or awarded following a call for tenders by invitation may be amended in a way that would bring the total expense to \$100,000 or more where section 358 of the *Act respecting Northern villages and the Kativik Regional Government* would apply to such contract by reason of such amendment.

53. Decision-making file – Any request to amend a contract which increases the total expenditure so as to exceed the delegated authority of the officer or body which originally awarded it must be supported by a decision-making file indicating the reasons that justify the amendment and submitted to the officer or body which would have had the delegated authority to award the contract in view of the total amended expenditure, for decision.

54. *Decision* – The contract amendment shall be authorized only following a decision signed by the officer who would have delegated authority to award the contract in view of the total amended expenditure, or a resolution adopted by the Executive Committee or the council, if it is one of these bodies that would have had the authority to award the contract, in view of the total amended expenditure.

CHAPTER XII CONFLICT OF INTERESTS

55. *Conflict of interests* – No person in a situation of conflict of interests with regard to a contract may take part, in any way, in the preparation or awarding processes of a contract or in the monitoring of its execution.

The interest that an elected official or an external member of a selection committee may hold as an Inuit beneficiary in the corporation constituted by section 2 of the *Act respecting the Makivik Corporation* (CQLR, c. S-18.1), or in one of the local Inuit landholding corporations contemplated in the *Act respecting the land regime in the James Bay and New Québec Territories* (CQLR, c. R-13.1), or in one of their subsidiaries, shall not be considered as an interest that would cause a conflict of interests for the purposes of this chapter, unless the elected official or the external member of a selection committee is an officer or director of one of these entities.

56. *Disclosure* – Any person participating in the preparation, awarding or monitoring of a contract, as well as any and all members of a selection committee and its secretary, must inform, without any delay, the Assistant Director responsible for Procurement in the Administration Department of any real or potential situation of conflict of interests.

Within 10 days after the opening of tenders or after the awarding of a contract, officers who have been involved in the process or the preparation of a call for tenders or of the awarding of a contract, must fill and supply a statement to the Assistant Director responsible for Procurement in the Administration Department aimed at disclosing family or business ties or pecuniary interests, only if there are any, that they may have with a tenderer.

57. *Exceptions* – Despite Section 57, in exceptional circumstances, the Director of the Administration Department and the Director of the Legal, Socio-Judicial and Municipal Management Department may determine whether it is appropriate or not to maintain a person concerned by an actual or potential conflict of interest in his or her duties in relation with any contemplated contract, as well as the necessary measures to be implemented, as the case may warrant.

58. *Failure to submit a statement* – The existence of a link between a tenderer and a KRG elected official shall not automatically result in a rejection of a tender

The KRG shall reserve the right to take any measure, as permitted by the law, if it deems that a conflict of interests is such that it warrants that a contract be awarded to another tenderer.

CHAPTER XIII LOBBYING

59. *Lobbying* – Any person who communicates with a KRG elected official, verbally or in writing, in an attempt to influence the decision to make with respect to a contract or within the context of a lobbying activity within the meaning of the *Lobbying Transparency and Ethics Act* must comply with the provisions of this act and of the regulations adopted under said Act.

60. *Statement related to lobbying activities* – At the same time a tender is submitted, the tenderer must file a statement in which he indicates whether lobbying activities took place to obtain the contract for which he submits a tender and indicates if such lobbying activities have been conducted in accordance with the *Lobbying Transparency and Ethics Act* and the *Code of Conduct for Lobbyists*.

CHAPTER XIV IMPLEMENTATION AND REPORTING

61. *Reporting* – Any KRG elected official, external member of a selection committee, tenderer or supplier, witnessing or being informed of any situation constituting a fraud, collusion or an impropriety or of any situation which could give rise to suspicion of fraud, collusion or impropriety must report such situation by giving notice in writing to the Director of the Administration Department, should the relevant situation involve the latter, to the KRG Director General.
62. *Anonymity and confidentiality* – The reception and the follow-up of any reporting carried out under this chapter must ensure the protection of the anonymity of the person concerned as well as the confidentiality of the communicated information, to the extent allowed by the law.
63. *Follow-up* – The KRG Executive Committee may mandate any person to follow up on or to review any question related to any reporting made under this chapter.

CHAPTER XV SANCTIONS

64. *Officer* – Any officer who contravenes this ordinance is subject to the disciplinary measures determined by the KRG, which may also take any appropriate measure to stop and sanction such violation in accordance with any and all applicable laws, collective agreements or any other labour-related agreement establishing the applicable labour conditions.
65. *External member of a selection committee* – Any external member of a selection committee who contravenes this ordinance is liable to the KRG who may then undertake any legal recourse to obtain compensation for any loss or damage resulting from such contravention.

Such member may also be declared ineligible to sit on any selection committee for a period to be determined by the KRG.

66. *Supplier* – Any supplier or person whose services are retained by the KRG and who contravenes this ordinance is deemed to be in default under the terms of his contract and such contract may then be immediately resiliated, without any compensation or indemnity, in addition to being exposed to the other penalties and consequences provided for in the contract, as the case may be, and to a claim for damages by the KRG.
67. *Decision* – All decisions relating to the sanctions in this chapter are made by the Executive Committee.

CHAPTER XVI FINAL PROVISIONS

68. *Procedures and guidelines* – The council may establish any procedure or guideline intended to efficiently apply and enforce this ordinance and to achieve its objectives.

69. *Coming into force* – This ordinance will come into force in accordance with the law on the day of its adoption.