



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Office Consolidation

Procurement By-law 108-2026

A By-law to provide for the Procurement of goods, services and construction and to repeal By-law 19-2018, as amended

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25 requires Ontario municipalities to adopt a policy for the procurement of goods and services;

WHEREAS Procurement of goods and services and construction by The Corporation of the City of Brampton seeks to comply with Applicable Trade Agreements;

WHEREAS this By-law establishes the authority, policies and procedures by which goods and services and construction will be procured and disposed of for the purposes of the City;

WHEREAS Council wishes to enact a new Procurement By-law; and repeal By-law 19-2018.

NOW THEREFORE the Council of The Corporation of the City of Brampton hereby ENACTS as follows:

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PART I – INTERPRETATION

1. DEFINITIONS

For the purposes of this By-law, the following terms shall have the following meanings.

“Advance Contract Award Notice” or “ACAN Procurement” means a public notice indicating to the supplier community that a department or City intends to Award a contract for goods, services or construction to a preidentified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits a statement of capabilities that meet the requirements set out in the ACAN, on or before the closing date stated in the ACAN, the City Staff may then proceed with the Award to the pre-identified supplier.

“Applicable Law” means any applicable federal laws, provincial laws and municipal laws.

“Applicable Trade Agreements” means all or any of the Canadian Free Trade Agreement (CFTA), the Comprehensive Economic and Trade Agreement (CETA), the Ontario-Quebec Trade and Cooperation Agreement (OQTCA), as amended from time to time.

“Approved as to Content” means that the content, substance and material dealt with in the document are approved and are in accordance with authority delegated under this By-law and where applicable, complies with the *Electronic Commerce Act* with respect to electronic signatures.

“Approved as to Form” means that the document is approved for execution in the correct form, style and procedures of the City in accordance with the authority delegated under this By-law and where applicable, complies with the *Electronic Commerce Act* with respect to electronic signatures.

“Artificial Intelligence System” or “AI” means a machine-based system that, for explicit or implicit objectives, infers from the input it receives in order to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments, and such other systems as may be prescribed (as set out in the *Enhancing Digital Security and Trust Act*).

“Award” means an offer made by the City to a qualified Bidder for the provision of the Bidder’s Goods, Services or Construction (after evaluating bids submitted through a tendering process).

“Award Authority” means the authority delegated to an individual to sign off on contracts having a designated value as set out in Schedule ‘B’ of this By-law.

“Best Value” means the optimal balance of evaluated factors and cost to achieve the City’s objectives for the Procurement.

“Bid” means an offer to supply goods, services or construction in a Procurement Process.

“Bidder” means any proponent, respondent or other person or legal entity who has obtained official procurement documents for the purpose of submitting or who has submitted a Bid in response to a Bid Call.

“Buy Ontario Act” means the *Buy Ontario Act, 2025, S.O. 2025, c. 27 - Bill 72*.

“Buyer” means a staff in the Purchasing Division with the title of Buyer or Senior Buyer who is assigned responsibility for a particular Procurement and who has delegated authority to approve Awards and execute Contracts in accordance with Schedule “B” attached hereto.

“Buying Group” means a group of two or more members which combines the Purchasing requirements and activities of the members of the group into one joint Procurement Process.

“By-law” means this By-Law.

“Chief Administrative Officer” means the highest-ranking administrator of the Corporation and includes an acting Chief Administrative Officer or delegated authority who has all the authority and responsibility of the Chief Administrative Officer for the duration of the acting designation;

“City” means The Corporation of the City of Brampton.

“Compliance” means adhering to the City’s policies and procedures as well as Applicable Law.

“Compliant Bid” means a Bid that in accordance with this By-law and the City’s policies and procedures:

- a) has been found to have met specific mandatory requirements;
- b) does not give rise to any conflicts of interest;
- c) has not been submitted by a Vendor ineligible to bid; and
- d) has not been disqualified and rejected.

“Concession” means a right that the City grants to a Vendor to conduct business or other revenue generating activity on City property and does not include leases.

“Confidential Information” means any and all information and materials, which:

- a) are designated as confidential at the time of disclosure (in a manner reflecting the manner in which they are disclosed);
- b) a reasonable person, having regard to the circumstances, would regard as confidential (including Personal Information).

“Conflict of Interest” means interests that negatively impact the duties of members of councils and of local boards as set out in the *Municipal Conflict of Interest Act*, R.S.O. 1990, Chapter M.50, the *Municipal Act, 2001*, S.O. 2001, Chapter 25 and City policies and procedures. It also includes instances where Bidders, Subcontractors, Vendors, Suppliers or persons or entities have competing interests or loyalties that could influence its actions during the procurement or contract life cycle.

“Consortium Bid” means a single bid proposal submitted jointly by multiple entities in response to a bid call or call for proposal. All entities to the proposal are treated as a single bidder for purposes of evaluating and scoring of the bid and any ensuing contract. Joint Venture bids shall have the same treatment as Consortium Bids for purposes of this By-Law.

“Constating Documents” means, (a) if a corporation, the articles of incorporation, articles of amalgamation or articles of continuation pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B. 16 or the *Canada Business Corporations Act*, R.S.C, 1985, c. C-44; (b) if a limited partnership, a declaration of limited partnership, filed with the Registrar under the *Limited Partnerships Act*, R.S.O. 1990, c. L.16; (c) if a business that is neither a corporation nor limited partnership existing under the laws of Canada, the core documents that establish the fundamental structure and governance of that business. The documents should include the complete and current legal name of the entity and prove its initial, continued and current existence.

“Construction Act” means the *Construction Act*, R.S.O. 1990, Chapter C.30, as amended.

“Contract” means a formal legal agreement between two or more parties with binding legal and moral implications whereby goods and/or services are exchanged for money or other consideration. In the case of Awards granted pursuant to a Procurement including Limited Tenders, a Contract shall be the ensuing legal agreement signed by the City with the successful bidder.

“Contract Administrator” means The Corporation of the City of Brampton staff member assigned to a Contract and responsible for the administration of that Contract.

“Contract Documents” means all documents and schedules making up that Contract.

“Contract Extension” means an amendment extending the term of the Contract where approved capital and project funding exists, and where the terms of the Contract do not include the option for such amendment.

“Contract Renewal” means an amendment extending the term of the Contract where the terms of the Contract include the option for such amendment.

“Contractor” means a person or entity contracting with the City to supply services or materials to an improvement and includes a Joint Venture entered into for the purposes of an improvement or improvements as predefined in the *Construction Act*.

“Co-operative Procurement” means a competitive Procurement Process that is conducted in compliance with Trade Agreements by one public body or not for profit buying group on behalf of one or more public bodies in order to obtain the benefits of volume purchases and administrative efficiencies.

“COR” means Certificate of Recognition (COR®) a national accreditation standard that verifies full implementation of a Vendor’s (who is an employer) Occupational Health and Safety Management System. COR® is often used as a condition of contract by the public and private sectors across Canada.

“Council” means the Council of The Corporation of the City of Brampton.

“Covered Procurement” means covered procurement as set out in the Applicable Trade Agreements.

“Department” means a Department with a Council appointed Commissioner as the Department Head and includes the General Manager of Transit and Fire Chief.

“Department Head” means the individual accountable for departmental operations and includes an acting Department Head, who has all the authority and responsibility of the Department Head for the duration of the acting designation and delegated authority as set out in the Administrative Directive, Delegation of Department Head Purchasing Authority.

“Deputy Purchasing Agent” means the staff person so designated who has all the powers and duties as delegated by the Purchasing Agent.

“Direct Purchase” means the purchase of goods, services or construction with a Total Procurement Value not exceeding \$25,000.

“Disposal of Assets” means the sale, exchange, transfer, destruction or donation of City owned assets in accordance with supporting policies and procedures and includes disposal of surplus, obsolete or non-repairable goods and equipment declared surplus to the Purchasing Agent by a Department Head.

“Electronic Commerce Act” means the *Electronic Commerce Act*, S.O. 2000, Chapter 17.

"Electronic Signature" has the meaning given in the Electronic Commerce Act.

“Emergency” means an unforeseeable, seriously detrimental situation where the immediate purchase of goods, services or construction is essential in order to maintain a required service or to prevent danger to life, health or property within the City of Brampton.

“Emergency Purchase” means a Procurement Process where the usual competitive process is suspended due to the prevailing Emergency circumstances.

“Enhancing Digital Security and Trust Act” means *the Enhancing Digital Security and Trust Act*, 2024, S.O 2024, c. 24 sched. 1.

“ESA” or “Employment Standards Act” means *Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended.

“Exclusive” and “Exclusivity” means all or substantially all of the consumption, use or supply of specific goods, services or construction as stipulated in an agreement between the City and a Vendor.

“Exclusivity clause” means a term in a contract or agreement allowing a Vendor to have Exclusive rights.

“Execute” has the meaning set out in the By-law to Authorize and Govern the Execution of Documents by Electronic Signature – (By-law 257-2020), as amended.

“Execution by Electronic Signature” has the meaning set out in the By-law to Authorize and Govern the Execution of Documents by Electronic Signature - By-law 257-2020, as amended.

“Fixed Term” means the specific term applied to a contract or agreement for regularly required goods and/or services, such as constructions services, maintenance services, office supplies and other commonly used Goods.

“Goods” means tangible and intangible goods of all kinds, including but not limited to supplies, materials, equipment, structures and fixtures to be delivered, installed and/ or constructed, and licences and subscriptions.

“Invitational Procurement” means a procurement process wherein the procuring entity issues an invitation to multiple vendors to submit a quotation for the provision of goods or services.

“Irregularity” means a variation in a Proposal from the requirements of the RFX Call;

“Irregular Result” means a result in a Procurement in which:

- c) another Procurement Process should have been conducted based on the bid results;
- d) Award of a Contract to the Bidder, as a result of the Procurement Process, may not represent Best Value and may not be in the best interest of the City; or
- e) Council authority to commence Procurement was not obtained but should have been obtained.

“Joint Venture” means a business arrangement where two or more independent entities collaborate on a specific project, sharing resources, expertise, risks and rewards. Joint Ventures are usually governed by an agreement among the venturers.

“Lame Duck Period” means a period within which Council is restricted from taking certain actions, as set out in Applicable law, including section 275 of the Municipal Act.

“Limited Tender” or “Limited Tendering” means a procurement method whereby the City contacts and negotiates with a Vendor or Vendors of its choice based on the conditions as set out in Schedule ‘C’ to this By-law and includes direct negotiations where there is no competitive procurement process.

“Material Irregularity” means an Irregularity substantial and material to an Award, which could give a Bidder an unfair advantage over others who have submitted a Proposal.

“Mayor” means the elected Mayor of the City or the Deputy Mayor when duly appointed to act in the place of the Mayor.

“MFIPPA” means *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended.

“NRFP” or “Negotiable Request for Proposal” or “Negotiable RFP” means a request used to obtain a non-binding Bid or Bids for Goods, Services and Construction in cases where the City states the performance requirements and/or business objectives. Except as stipulated by the Owner/City in the NRFP, the terms of the ensuing contract are negotiable by both the City and the Awarded Bidder.

“OHRC” means the Ontario *Human Rights Code*, R.S.O. 1990, c. H.19.

“OHS Act” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

“Open Public Competitive Procurement” means a procurement method whereby all interested potential Vendors may submit a tender or proposal in response to a RFX.

“Owner” means The Corporation of the City of Brampton in the role of a procuring entity during an RFX process.

“Personal Information” means any personal information which is required to be protected pursuant to MFIPPA or any laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information.

“Procurement” means acquiring goods, services, construction or any legal or equitable right, title or interest, in goods, services, construction and includes the lease of goods, services and excludes Concessions and Real Property; “purchased,” “acquisition”, “procure”, “buy” shall have similar meanings.

“Procurement Approval Report” (PAR Form) means an internal electronic form that is available through Procurement Services. A PAR Form is required to obtain authority to Award, amend or terminate a Contract.

“Procurement Complaints and Disputes Resolution Committee” means a committee of City staff as described in the Procurement Complaints and Disputes Resolution Policy and Procedures.

“Procurement Process” means all methods of competitive and non-competitive Procurement.

“Public Body” means the municipalities, academic, schools and hospitals sector and any local board, commission, non-profit corporation or government entity and shall include any corporation of which the City is a shareholder or any one of them alone or in any combination of them acting together.

“Purchase Order” means the legal document which forms part of the Contract between the City and the Vendor for the purchase of goods, services or construction at an agreed upon price, terms, conditions and delivery specified on the order. The Purchase Order shall be read together with the General Conditions set out in the relevant RFx.

“Purchasing” means the central Purchasing Division in the City authorized to perform the procurement activities on behalf of all Departments.

“Purchasing Agent” means the staff person so designated who is vested with such authorities, duties and responsibilities as are prescribed by this By-law and includes any other staff person to whom such authority is delegated as set out herein.

“Qualified Bidder” means a bidder that a procuring entity or the Owner recognizes as having satisfied the conditions for participation in an RFx call.

“Real Property” means land and any permanent, immovable improvements and other fixtures attached above or below the surface of the land, including buildings, trees, minerals, and water. It encompasses both the physical, tangible land (real estate) and the intangible, legal ownership rights associated with it, such as the right to sell, lease, or use the property. Real Property transactions are excluded from the City’s formal procurement processes conducted through Purchasing and the Purchasing Agent.

“Request for Expression of Interest” or “RFEI” means a Procurement Process used to gather information on Vendor interest in an opportunity or information on Vendor capabilities/qualifications.

“Request for Information” or “RFI” means a Procurement Process to gather service or product information from Vendors.

“Request for Prequalification” or “RFPQ” means a Procurement Process in which the City issues a request with specific qualification criteria. This is used to gather

information on potential Vendor capabilities and qualifications, with the intention of creating a list of pre-qualified Bidders.

“Request for Proposal” or “RFP” means a request used to obtain a Bid or Bids for Goods and or Services in cases where the City states the performance requirements and business objectives.

“Request for Quotation” or “RFQ” means an invitational Procurement Process where prices on specific goods, services or construction are requested from selected Bidders.

“Request for Tender” or “RFT” means a request used for High Value Acquisitions to obtain irrevocable Bids in cases where the City has specified the quantity and quality of the Goods and/or Services. Awards resulting from RFT processes are to the lowest priced, compliant Bidder(s).

“RFx” means any of the available forms of Procurement Process calls or requests.

“Services” means services of all kinds, including labour, construction, maintenance and professional and consulting services.

“Sole Source” means there is only one source or Vendor that can provide the Goods, Services or construction required by the purchaser within the Procurement Process.

“Subcontractor” means a person or entity not contracting with or employed directly by the City or an agent of the City, who provides services or materials to the improvement under an agreement with the Contractor and includes a Joint Venture subcontracted for the purposes of an improvement or improvements. A Subcontractor is not a Contractor of the City.

“Substantial Performance” means substantial performance as set out in the Construction Act.

“Supplier” means an entity (including an individual or organization) that provides goods or services or who is contracted by the City to supply goods or services to the City.

“Supporting Policies and Procedures” means The Corporation of City of Brampton policies and procedures to support the objectives, principles and application of this By-law.

“Sustainable Procurement” means a strategic approach that advances sustainable consumption and production patterns by integrating economic, social and environmental considerations into procurement processes and practices.

“Sustainable Procurement Strategy” means a framework that commits the City to use procurement processes to generate social, economic and environmental value through public spending on goods, services and construction.

“Tender” means a public Procurement Process where prices on specific goods, services or construction are requested.

“Tied Bids” means two or more Compliant Bids which score equally after evaluation, or otherwise are equal, and which are the lowest or best Compliant Bids received in accordance with Supporting Policies and Procedures.

“Total Procurement Value” means the total estimated value of the Procurement over its entire duration, including all renewal options, considering premiums, fees, commissions, interest, exclusive of taxes.

“Vendor” means an entity (including an individual or organization) contracted by the City to sell goods, services or construction to the City, and shall include, where applicable Supplier, Consultant or Contractor.

“WSIA” means *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A.

“WSIB” means - Workplace Safety and Insurance Board.

PART II - TERMS

2. OBJECTIVES

- a) Promote Procurement activities and decisions which are consistent with the strategic, financial, social and environmental objectives of the City;
- b) Provide professional and ethical leadership through the provision of fair and transparent Procurement Processes;
- c) Promote the most cost effective and efficient use of City funds by achieving Best Value for money; and
- d) Maintain trust and confidence in the stewardship of public funds.

3. PRINCIPLES

a) Complaints and Disputes Resolution

Objective and timely consideration will be given to any Bid complaint submitted to the City in accordance with Supporting Policies and Procedures. Any such consideration shall not result in undue discrimination against a Vendor resulting in limiting the Vendor's participation in ongoing or future Procurements.

b) Confidentiality

Nothing in this By-law requires the City to breach confidentiality obligations imposed by law or to compromise security concerns or commercially sensitive or proprietary information identified by a Vendor in its procurement documents. Information collected by the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M-26.

c) Exceptions

- i. The City may exclude a Procurement from a competitive Procurement Process in the circumstances set out in Schedule 'C'.
- ii. Where it is known before commencement that a Procurement may not comply with this By-law in some respect, the Procurement shall not be commenced unless the Procurement has been authorized by Council.
- iii. Procurements that have commenced and which subsequently are found not to comply with this By-law in some respect must be authorized as follows:
 - A. Procurement with a value of less than the invitational threshold as set in this By-law shall not continue unless authorized by the Purchasing Agent and the requisitioning Department Head.
 - B. Procurement with a value greater than the invitational threshold as set in this By-law shall not continue unless authorized by the Purchasing Agent, the requisitioning Department Head and Chief Administrative Officer.

d) Fairness

The City will support procurement processes that promote fair competition.

e) Language

The City's Procurement Processes will be conducted in the English language and where required by legislation or by agreement with the Federal Government, the Government of Ontario or an Ontario municipality, also in the French language.

f) Non-Application

This By-law does not apply to the exclusions as set out in Schedule D. Agreements regarding the purchase of goods or services where this By-law does not apply must be approved in accordance with the applicable By-law, Policy, Administrative Directive or Standard Operating Procedure.

g) Non-Discrimination

The City will not adopt Discriminatory procurement practices in accordance with the requirements of any Applicable Trade Agreements, as set out in Schedule E.

h) No Local Preference

In the evaluation of Bids or Award of contracts, the City shall not impose or consider local content or other economic benefits criteria that are designed to favour:

- iv. The goods or services of a particular Province or region, including goods and services included in a construction contract; or
- v. The suppliers of a particular Province or region of such goods or services; and
- vi. The City may accord a preference for Canadian value-added, in accordance with the Applicable Trade Agreements and Supporting Policies and Procedures.

i) Openness

The City will adhere to the principle of openness consistent with Applicable Trade Agreements.

j) Sustainable and Ethical Procurement

- vii. The City supports the acquisition of goods, services and construction from Vendors who conduct their business in a sustainable and ethical manner. The City acknowledges its responsibility to conduct its Procurements in a socially and environmentally responsible manner. This includes zero-tolerance of child labour or involuntary labour. Vendors shall adhere to the core international labour standards of the International Labour Organization that support the Universal Declaration of Human Rights.
- viii. The City encourages the Procurement of goods, services and construction with due regard to protect natural ecosystems and resources, and the human and built communities. Vendors may be required to supply goods, services and construction made by methods resulting in the least damage to the environment, and/or supply goods, services and construction incorporating recycled materials where practical as specified in procurement documents.

k) Transparency

The City will ensure this By-law and Supporting Policies and Procedures are made readily accessible to the public.

4. COUNCIL

- a) Prior to the commencement of a Procurement Process, being the date Procurements are advertised or solicited, Council shall authorize the commencement of Procurements with an estimated value of \$5,000,000 or greater and Procurements less than \$5,000,000 that are deemed to be of significant risk, involve security concerns or significant community interest as recommended by the requisitioning Department Head and/or the Purchasing Agent.
- b) In keeping with municipal procurement best practices, the Mayor and Members of Council shall not be involved in specific Procurements, including not seeing or viewing any related documents or receiving, accepting or sharing any information related to any Procurement throughout the lifespan of that Procurement (from the time such Procurements have been advertised or solicited until an Awarded Contract has been entered into).
- c) The Mayor and Members of Council who receive inquiries from Bidders related to any specific Procurement are required to advise the Bidders(s) to communicate with the contact person listed in the procurement document.
- d) For Procurements described in Section 4.0, during the months where there is no meeting of Council or if Council is in a Lame Duck Period, authority shall be delegated to Chief Administrative Officer. Any exercise of such delegated authority shall be reported to Council as information only, in accordance with this By-law.
- e) Where a Vendor has been Awarded a contract containing an Exclusivity Clause, City staff and elected officials shall not engage in any conduct that could conflict with or negatively impact the Awarded contract.

5. DEPARTMENT HEAD RESPONSIBILITY

The Department Head is responsible for:

- a) Ensuring compliance with this By-law and Supporting Policies and Procedures with respect to the activities of their Department;
- b) Obtaining Council approval to proceed with Procurement in accordance with Section 2.3.3.;
- c) Delegating appropriate authority to employees within their Department as set out in this By-law and Supporting Policies and Procedures; and
- d) Reporting to Council as required in this By-law.

6. PURCHASING AGENT AUTHORITY

The Purchasing Agent shall:

- a) Act on behalf of or in consultation with the requisitioning Department Head to authorize the use of the most appropriate Procurement Process;
- b) Execute procurement documents including Contracts, Purchase Orders and all other documents related to specific procurements under the Corporate Seal on behalf of the Mayor and the Clerk, In the absence of Corporate Seal,

electronic signatures signed pursuant to the Electronic Commerce Act are deemed acceptable forms of signature;

- c) Ensure that all Contracts and related documents executed under Section 4.0, are Approved as to Content by the appropriate requisitioning Department Head;
- d) Ensure that all Contracts and related documents executed under Section 4.0, b) are Approved as to Form by the City Solicitor or delegate; and
- e) Approve non-competitive procurement.

7. PURCHASING AGENT RESPONSIBILITY

The Purchasing Agent is responsible for the Purchasing function of the City including:

- a) Acquisition of goods, services and construction required by the City excluding Real Property;
- b) Disposal of Assets excluding Real Property;
- c) Determining the appropriate Procurement Process based on the Total Procurement Value provided by the requisitioning Department;
- d) Delegation of Purchasing Agent authority where appropriate;
- e) Disqualification of Vendors from participating in Procurements in accordance with the Supporting Policies and Procedures;
- f) Approval of Vendor Suspensions and Reinstatement, as appropriate under established Policy, Administrative Directive and Standard Operating Procedures.
- g) Reporting to Council as required in Section 11.0.

8. GENERAL AUTHORITY

- a) The required goods, services and construction have been requisitioned in accordance with this By-law and the Supporting Policies and Procedures.
- b) The Procurement has been approved by the appropriate level of authority as set out in Schedule B.
- c) For Procurements confidential in nature, the Chief Administrative Officer or the Commissioner, Corporate Services, may act as the Purchasing Agent.
- d) The Purchasing Agent is authorized to proceed with the acceptance of the next Compliant Bid, and so on as necessary, should a Bidder fail to enter into a Contract or default on its contractual obligations.
- e) The Purchasing agent may note a Vendor in Default and terminate its contract where it has reneged on its contractual obligations in accordance with City policies and procedures.
- f) The Purchasing Agent may cancel any Procurement in consultation with the requisitioning Department Head.
- g) The Purchasing Agent, in consultation with the requisitioning Department Head, may cancel or negotiate any Procurement, where Bids exceed the budget and additional funds are not available.

9. PROCUREMENT TYPE AND VALUE

a) Advance Contract Award Notice (ACAN)

ACAN Procurement will be conducted in accordance with Supporting Policies and Procedures.

b) All Procurement Pricing

Unless otherwise stipulated in this By-law, all Procurements having a price or value within each of the dollar ranges set out in this By-law shall be purchased as set out in Schedule B and in accordance with Supporting Policies and Procedures.

c) Communication During a Procurement

A Procurement Process begins when the Procurement is advertised or solicited (Start Date) and ends when The City signs an agreement and/or issues a Purchase Order with a Vendor (End Date) or when the Procurement Process is cancelled. Throughout the Procurement Process, all communications with Vendors involved in the process must occur formally, through the contact person identified in the procurement documents.

d) Co-operative Procurement

The Purchasing Agent may engage with one or more public bodies or not for profit buying groups for Co-operative Procurement where there are economic advantages and administrative efficiencies in doing so, provided that if the Procurement is to be conducted by other public bodies or not for profit buying groups, the Purchasing Agent determines that:

- i. The method of Procurement used by the other public body or not for profit buying group is a competitive method consistent with that as set out in this By-law;
- ii. The Awarding, reporting and execution of contracts resulting from the Co-operative Procurement is consistent with that set out in this By-law;
- iii. The process is consistent with Applicable Trade Agreement requirements; and
- iv. In the sole and absolute discretion of the Purchasing Agent piggy-backing is the best viable option, to engage in such a mechanism as set out in this section.

e) Direct Purchase (Up to and including \$25,000)

Direct Purchases are delegated to Departments.

f) Disposal of Assets

The Department Head shall declare surplus, obsolete or non-repairable assets as surplus to the Purchasing Agent for disposal in accordance with Supporting Policies and Procedures. The Purchasing Agent may redeploy such assets to other City Departments or if no longer useful for City purposes, arrange for their disposal at the highest return or the reduction or avoidance of net cost from the disposition.

g) Emergency Purchases

Emergency Purchases and Emergency Procurements must be made in accordance with Supporting Policies and Procedures.

h) Invitational Procurement (Greater than \$25,000 to a maximum equal to CFTA Threshold for Goods and Services and Construction)

Invitational Procurement processes may be conducted by the Purchasing Department in consultation with the procuring department.

i) Limited Tendering (Greater than \$25,000)

Departments must provide the Purchasing Agent with valid justification in accordance with the conditions set out in Schedule 'C'.

j) No Cost Procurement

A "no cost" procurement is a Procurement where the City will not bear any cost. These types of procurements include:

- i. Revenue generating opportunities, and
- ii. Cost passed through to a third party,

and excluding Concessions.

"No cost" procurements may, at the discretion of the Purchasing Agent, be acquired in the same manner and using the same Procurement Process and corresponding approval requirements as Procurements that have a cost to the City, depending on the value of the no cost procurement.

k) Public Procurement

Public Procurement in the amounts set out in CFTA threshold or greater for Goods & Services and Construction, is conducted by Purchasing.

l) Sole Source

The Purchasing Agent may, at its discretion and in consultation with the Department head, proceed with a Sole Source Procurement where there are no other Vendor options and where it is in the best interest of the City to do so.

m) Tied Bids

In the case of Tied Bids, the successful Bidder will be determined by a coin toss, conducted by the Purchasing Agent in accordance with the Supporting Policies and Procedures.

n) Unsolicited Proposals

Unsolicited Proposals received by the City from a Vendor who has approached the City to advise the City of their ability or desire to undertake City requirements shall be reviewed by the Purchasing Agent and Department Head to determine if it is in the best interest of the City to initiate a Procurement Process as set out in this By-law. Unsolicited proposals shall include (but not be limited to): partnerships such as public-private partnership (P3), sponsorship, Consortium Bids, Joint Venture, co-marketing, and shared use/public benefit proposals.

o) Use of Formal Agreement

- i. Formal agreements shall be used in conjunction with a Purchase Order, for complex requirements, which may contain terms and conditions other than those of the City's standard terms and conditions.

- ii. The Purchasing Agent in consultation with the requisitioning Department Head shall determine if a formal agreement is required.
- iii. Formal agreements and associated contracts shall be Approved as to Content, Approved as to Form and executed in accordance with the Supporting Policies and Procedures.
- iv. When a formal agreement is required, the Purchasing Agent shall issue a Purchase Order incorporating the formal agreement.
- v. When a formal agreement has been awarded and a corresponding Purchase Order issued, invoice payments shall be made against the Purchase Order, unless an approved exception is given by the Purchasing Agent.

10. FAIRNESS MONITOR

- a) The City may elect to utilize a fairness monitoring process for specific procurements, and may engage a fairness monitor as an independent third party to observe all or part of a Procurement Process, to provide related feedback on fairness issues to the Purchasing Agent and the requisitioning Department Head, or to Council for Procurements in excess of \$1,000,000 to provide an unbiased opinion on the fairness and transparency of the process.

11. APPLICABLE LAW, CODE OF CONDUCT AND CONFLICT OF INTEREST

- a) All Procurements of goods, services and construction described in this By-Law are subject to the City of Brampton Policies and Applicable Law, including the following:
 - i. The Employee Code of Conduct Policy;
 - ii. The Employee Conflict of Interest Policy;
 - iii. The Code of Conduct for the Members of Council of the City of Brampton;
 - iv. *The Municipal Conflict of Interest Act; and*
 - v. *The Municipal Act, 2001.*
- b) The submission of all bids must include an acknowledgement by the Bidder that there is no actual, potential or perceived conflict of interest in that Bidder submitting a Bid in respect of that Procurement Process or where there is an actual, potential or perceived conflict of interest, the Bidder must provide details of same. Where a Bidder submits details in respect of an actual, potential or perceived conflict of interest, the Purchasing Agent shall review details of same and, in consultation with the City Solicitor, determine if the actual, potential or perceived conflict of interest serves to disqualify that Bidder from further participation in the Procurement Process.
- c) All Vendors Awarded a Contract must declare and fully disclose to the Contract Manager any actual or potential conflicts of interest or unfair advantage related to the performance of the Contract or where the Vendor foresees an actual or potential conflict of interest in the performance of the Contract.

12. REPORTING

- a) The Purchasing Agent shall report bi-annually to Council providing a summary of Purchasing activities including:

- i. competitive contract Awards with a value of CFTA threshold and over;
- ii. All new contracts including Limited Tendering Contract Awards with a value of \$25,000 and over;
- iii. Exceptions set out in this By-Law;
- iv. Emergency Purchases; and
- v. Disposal of Assets.

13. PROHIBITIONS AND COMPLIANCE

a) General

- i. All employees and elected officials of the City are required to adhere to the Procurement By-law and Supporting Policies and Procedures related to the acquisition of goods, services and construction for the City.
- ii. Any employee who knowingly contravenes this By-law commits an act of misconduct is liable to disciplinary action.
- iii. No acquisition of goods, services or construction or the Disposal of Assets shall be made where the quantity or delivery is divided or in any other manner arranged so that the price or value of the goods and services and construction to be acquired or disposed of is artificially reduced to circumvent the requirements of this By-law.

b) Ineligible vendors / subcontractors

- i. Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Bid otherwise satisfies the requirements of an RFx, the City may reject any Bid from a proponent where, in the opinion of the City, the commercial relationship between the City and the proponent has been impaired by the act(s) or omission(s) of such proponent if the proponent is involved in litigation with the City at the time of the issuance of the RFx.
- ii. A current Vendor doing business with the City cannot subcontract with any entity who has been suspended or deemed an ineligible vendor by the City. A Vendor is required to verify the status of their prospective first-tier subcontractors prior to bidding pursuant to an RFx issued by the City.
- iii. Vendors shall not be permitted to Bid on a Procurement for which they have developed the scope of work or specification, unless approved in advance by the Purchasing Agent.

c) Employees and Elected Officials

- i. All employees and elected officials will not acquire or accumulate, either directly or indirectly, where the benefit does not accrue to the City, points through loyalty programs such as Air Miles, Aeroplan, etc. when making purchases on behalf of or for the City.
- ii. No goods, services or construction shall be requisitioned by any employee or the Mayor or Councillor unless:
 1. The goods, services or construction are legitimately required for the purposes of the City or any other local Board or other Agency on whose behalf the purchase is being undertaken;

2. The funds for the Procurement are available with an approved budget or the request to purchase is expressly made subject to funding approval of the City or any other local Board or other Agency on whose behalf this is being made;
- iii. No employee or the Mayor or Councillor shall be permitted to purchase any asset to be disposed of except by successfully bidding on the same at a public auction or by sealed Bid but in no case if the duties of that employee or the Mayor or Councillor include making decisions regarding the disposal of such assets or activities relating to the conduct of the disposal process unless specifically provided by another Council Resolution;
- iv. No employee or the Mayor or Councillor shall knowingly cause or permit anything to be done or communicated to anyone which is likely to cause any potential Bidder to have an unfair advantage or disadvantage in obtaining a Contract with the City, or any other municipality, local board or public body involved in the Procurement; and
- v. No employee or the Mayor or Councillor shall knowingly cause or permit anything to be done which will jeopardize the legal validity or fairness of any Procurement under this By-law which is likely to subject the City to any claim, demand, action or proceeding as a result of such act or omission.

14. GENERAL

- a) In the event of any conflict between this By-law and any applicable legislation or trade agreement to which the City is bound, the more restrictive provision shall apply.
- b) If a court of competent jurisdiction declares any provision, or any part of a provision, of this By-law to be invalid, or to be of no force and effect, it is the intention of Council in enacting this By-law, that each and every other provision of this By-law authorized by law, be applied and enforced in accordance with its terms to the extent possible according to law.
- c) The Purchasing Agent is responsible for the administration of this By-law and is authorized to recommend changes to this By-law, and where permitted by law to do so, may create, amend and delete Supporting Policies and Procedures.

15. REPEAL AND EFFECTIVE DATE

- a) Purchasing By-law 19-2018, as amended, is hereby repealed.
- b) This Procurement By-law is effective as of the date of its passing.

ENACTED and PASSED this 28th day of June, 2026.

THE CORPORATION OF THE CITY OF BRAMPTON

Original signed by:
Patrick Brown – Mayor
Genevieve Scharback – City Clerk

PART III - SCHEDULES

16. SCHEDULE "A" - "Made in Ontario" Preference

Where applicable, preference will be given as set out in the Buy Ontario Act, as amended.

17. **SCHEDULE “B” - Award Authority**

DOLLAR RANGES	PROCUREMENT PROCESS	AUTHORITY
≤ \$25,000	Direct Purchase	Department Head
> \$25,000 to < CFTA Threshold (Goods & Services) and (Construction)	NRFP Request for Proposal Invitational Request for Quotation (Invitational) Limited Tendering	Purchasing Agent and Department Head
≥ CFTA threshold (Goods & Services) (Construction) to < \$1 million	NRFP Request for Proposal (Public) Limited Tendering Contract Extension (Cumulative) Tender (Public) Irregular Result	Purchasing Agent and Department Head
≥ \$1 million	Request for Proposal (Public) Co-operative Purchasing Tender (Public) Limited Tendering Contract Extension (Cumulative) Irregular Result	Purchasing Agent, Department Head and Chief Administrative Officer
≤ \$25,000	Emergency Purchase	Department Head
Any Dollar Value	Disposal of Assets	Purchasing Agent and Department Head

This should be read in conjunction with the Administrative Directive, Delegation of Department Head Purchasing Authority.

18. **SCHEDULE “C” - Limited Tendering**

1. **Lack of qualified bidders** – A non-competitive Procurement is an exception to the competitive Procurement Process that may be undertaken where both the proposed non-competitive Procurement and the particular Vendor can be justified in good faith, based on one or more of the following:
 - a) No Bids were submitted;
 - b) No Bids conforming to the essential requirements of the procurement document were submitted;
 - c) No Bidders satisfied the conditions for participation; or
 - d) The submitted Bids were collusive.
2. **Single Vendor with no reasonable alternative or substitute** – If goods or services can be supplied only by a particular Vendor and no reasonable alternative or substitute goods or services exist for the following reasons:
 - a) The protection of patents, copyrights, or other exclusive rights; or
 - b) Due to an absence of competition for technical reasons.
3. **Change order with existing Vendor** – For additional goods or services from the original Vendor that were not included in the initial Procurement, if a change of Vendor for such additional goods or services:
 - a) Cannot be made for economic or technical reasons; and
 - b) Would cause significant inconvenience or substantial duplication of costs for the City.
4. **Necessary due to unforeseen events** – If strictly necessary and for reasons of urgency or emergency brought about by events unforeseeable by the City, the goods or services could not be obtained in time using a competitive process.
5. For goods purchased on a commodity market.
6. If a procuring entity procures a prototype or a first good or service that is developed in the course of a contract for research, experiment, study, or original development; but not for any subsequent purchases of prototype or first good.
7. **Circumstances which are exceptionally advantageous to the City, such as bankruptcy or receivership** – The goods or services are purchased under circumstances which are exceptionally advantageous to the City, including but not limited to bankruptcy or receivership.
8. If a contract is Awarded to a winner of a design contest.
9. If goods or services regarding matters of a confidential or privileged nature are to be purchased and disclosure through a competitive process could reasonably be expected to compromise confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest.
10. The supply of goods and services and construction is controlled by a Vendor that is a statutory monopoly.
11. To ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative.

12. Warranty work – Work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work.
13. Work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor.
14. Any amendments to applicable legislation or trade agreement to which the City is bound which expand or limit the permitted exceptions set out in this Schedule C shall apply and this By-law shall be deemed to have been amended accordingly.

19. SCHEDULE “D” - Non-Application

The purchasing and reporting methods described in this By-law do not apply to the following items.

1. Public employment contracts;
2. Non-legally binding agreements;
3. Any forms of assistance, such as grants, sponsorship agreements, loans, equity infusions, guarantees and fiscal incentives;
4. A contract Awarded under a co-operation agreement between a party and an international cooperation organization if the Procurement is financed, in whole or in part, by the organization, only to the extent that the agreement includes rules for awarding contracts that differ from the obligations of this By-law;
5. Acquisitions or rental of land, existing buildings, or other immovable property, or the rights thereon;
6. Measures necessary to protect intellectual property, provided that the measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail or are a disguised restriction on trade;
7. Procurement or acquisition of:
 - a) fiscal agency or depository services;
 - b) liquidation and management services for regulated financial institutions; or
 - c) services related to the sale, redemption, and distribution of public debt, including loans and government bonds, notes, and other securities;
8. Procurement of:
 - a) financial services respecting the management of government financial assets and liabilities, including ancillary advisory and information services, whether or not delivered by a financial institution;
 - b) health services or social services;
 - c) services that may, under Applicable Law, only be provided by licensed lawyers or notaries; or
 - d) services of expert witnesses or factual witnesses used in court or legal proceedings.
9. Procurement of goods or services:
 - a) financed primarily from donations that require the Procurement to be conducted in a manner inconsistent with this By-law;
 - b) by a procuring entity on behalf of an entity not covered by this By-law;
 - c) between enterprises that are controlled by or affiliated with the same enterprise, or between one government body or enterprise and another government body or enterprise;
 - d) by non-governmental bodies that exercise governmental authority delegated to them;

- e) from philanthropic institutions, non-profit organizations, prison labour, or natural persons with disabilities;
- f) under a commercial agreement between a procuring entity which operates sporting or convention facilities and an entity not covered by this By-law that contains provisions inconsistent with this By-law;
- g) conducted for the specific purpose of providing international assistance, including development aid, provided that the procuring entity does not discriminate on the basis of origin or location within Canada of goods, services, or suppliers; or
- h) conducted under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project or under the particular procedure or condition of an international organization, or funded by international grants, loans, or other assistance, if the procedure or condition would be inconsistent with this Chapter;
- i) provided only by the following licensed professionals: medical doctors, dentists, nurses, pharmacists, veterinarians or as otherwise set out in the Applicable Trade Agreements, as amended;
- j) for a work of art;
- k) for entertainment, cultural or artistic services;
- l) for subscriptions to newspapers, magazines or other periodicals;
- m) for memberships in professional and business-related associations;
- n) for training and education including conferences, seminars, courses, conventions, workshops, staff training and staff development;
- o) for travel and entertainment expenses;
- p) for a particular brand of goods or services that are intended solely for resale to the public and no other brand meets the City's program objectives nor is the brand available from any other source; or
- q) for emerging strategic government relations advocacy and corresponding Strategic Communications – purchases related to emerging or urgent issues, including video production, digital content development, and social media campaigns— do not require a procurement process where timing, political sensitivity, or continuity of messaging is critical to advancing municipal priorities.”
- r) For Artificial Intelligence Systems (“AI”) and rapidly evolving technologies related acquisitions where Council approves:
 - i. Pilot initiatives undertaken pursuant to this subsection shall be governed by written agreements executed in accordance with this By-law and Applicable Law including the Enhancing Digital Security and Trust Act, as amended.
 - ii. Upon completion of a pilot initiative, the vendor shall prepare a business case that meets the future needs of the City, and the Chief Information Officer, in consultation with the applicable operating Department Head and Commissioner, Corporate Support Services, shall prepare a report to Council recommending implementation.
 - iii. Council approval of an implementation report arising from a pilot initiative authorized under this section shall constitute authority to enter into a contract for the same goods or services without a further competitive

Procurement Process, provided that the pilot initiative was undertaken pursuant to a Council-approved intake or authorization process.

- iv. Contracts shall be approved and executed in conjunction with the Administrative Directive, Delegation of Department Head Purchasing Authority.

20. SCHEDULE "E" - Discriminatory Practices

Discriminatory Procurement practices which are not allowed under this By-law include:

1. Registration requirements and restrictions on calls for Bids based upon the location of a Vendor and its subcontractors, or the place where the goods or services are produced and, generally, pre-qualification procedures that discriminate between Vendors by Province of origin;
2. The biasing of specifications in favour of, or against, a particular good or service for the purpose of circumventing this By-law;
3. The timing of Bid opening and closing dates for the purpose of preventing one or more qualified Vendors from submitting Bids;
4. The specification of quantities and delivery schedules of a scale and frequency that may reasonably be judged as deliberately designed to prevent qualified Vendors from meeting the requirements of the Procurement;
5. The division of required quantities in a manner designed to circumvent this By-law;
6. The consideration, in evaluating Bids, of provincial content or economic benefits that favour a Vendor or good of one Province over another;
7. The giving of preference to selected Bids after Bids have been submitted and without any mention of the intended preference in the procurement documents;
8. The use of price discounts or preferential margins to favour Vendors of one Province;
9. The unjustifiable exclusion of a qualified Vendor from bidding; and
10. The requirement that a construction contractor or subcontractor use workers, materials or Vendors of materials originating from the Province where the work is being carried out.

21. SCHEDULE "F" - "Made in Canada" Preference

1. "American Vendor" means any Vendor or Bidder based in the USA, as indicated by their jurisdiction of incorporation or location of their primary office, and includes Subsidiaries of an American Vendor.

"Subsidiary" and "Subsidiaries" have the same meanings as those set out in the *Corporations Act*, R.S.O. 1990, c. C.38. For greater certainty, Subsidiaries shall be deemed to be an American Vendor, even if not incorporated or located in the USA.
2. Notwithstanding anything to the contrary in this By-law (including section 3(g) titled: **Non-Discrimination**, section 3(h) titled: **No Local Preference** and Schedule "E": titled **Discriminatory Practices**); American Vendors shall be excluded from City of Brampton Procurements except in the following circumstances.
 - a) Where at least 51% of the total contract value is attributable to goods, services, or construction that are produced or manufactured in, or provided by workforce located in Canada or other locations other than the USA. The Vendor or Bidder must provide supporting documentation about the value and origin of goods/services if requested by the City.
 - b) Where an Emergency Purchase is required under section 9.6 of the By-law and where there is no reasonable alternative or substitute to an American Vendor.
 - c) In a no cost procurement under section 9(j) of this By-law.
 - d) In the circumstances described in the following sections of Schedule C to this By-law:
 - i) section 1 (lack of qualified bidders);
 - ii) section 2 (single vendor with no reasonable alternative or substitute);
 - iii) section 3 (change order with existing vendor);
 - iv) section 4 (necessary due to unforeseen events);
 - v) section 7 (circumstances which are exceptionally advantageous to the City, such as bankruptcy or receivership);
 - vi) section 11 (compatibility with existing goods, or specialized goods that must be maintained by the manufacturer); and
 - vii) section 12 (warranty work).
 - e) Where operational necessity requires it in circumstances as determined by the CAO based on the recommendation of the relevant department head.
3. The CAO can take such actions and make such changes to the City's procurement processes, policies and documents, as deemed appropriate to give effect to the "Made in Canada" procurement policy, in consultation with the City Solicitor.