

**BY - LAW NUMBER 60-2026**

**A BY-LAW TO ESTABLISH A POLICY FOR THE PROCUREMENT OF GOODS AND SERVICES  
INCLUDING CONSTRUCTION FOR THE CORPORATION OF THE CITY OF WINDSOR**

**WHEREAS** Section 270 of the *Municipal Act*, 2001, S.O. 2001, c. 25 imposes upon municipalities the obligation to adopt policies regarding the procurement of goods and services, including construction;

**AND WHEREAS** The Corporation of the City of Windsor has undertaken an extensive review of its procurement practices and engaged stakeholders through a consultation process;

**AND WHEREAS** Council of The Corporation of the City of Windsor deems it desirable to repeal, in its entirety, By-law 93-2012, as amended, and pass this By-law which establishes the authority and sets out the methods with respect to the procurement of goods and services, including construction;

**NOW THEREFORE** Council of The Corporation of the City of Windsor enacts as follows:

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## Part I - Ethical Considerations and Purchasing Goals

### Ethical Considerations

1. The City adopts the tenets of:
  - a. the Code of Ethics adapted from the Ontario Public Buyer's Association; and
  - b. the Ontario Broader Public Sector Supply Chain Code of Ethicsin the performance of its Purchasing function.

### Purchasing Goals

2. The City strives to meet and balance the following goals:
  - a. **Efficiency:** Maintain the flow of goods and services to meet the City's needs over both the short and long term in the most cost-effective manner possible, while maintaining expected levels of service.
  - b. **Quality and Value:** Obtain Best Value for money.
  - c. **Honesty:** Ensure Purchasing is undertaken with fairness, honesty and integrity, avoiding even the appearance of impropriety.
  - d. **Openness:** Ensure equal access to Suppliers to opportunities to benefit from the expenditure of tax dollars by the City.
  - e. **Transparency:** Ensure that Purchasing is undertaken in accordance with policies and procedures that are accessible to and understandable by all.
  - f. **Accountability:** Maintain accountability through the ongoing exercise of openness and transparency.
  - g. **Improvement:** Create an environment of continuous improvement by reducing costs, improving quality, and stimulating innovation.
  - h. **Environmental Responsibility:** Encourage the procurement of sustainable and energy efficient goods and equipment wherever possible within the context of Best Value.

## Part II - Interpretation

### Definitions

3. In this Bylaw, the following words will have the following meanings:

|                           |                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Award”</b>            | When a submission is formally accepted by the City, either by Council or by delegated authority as permitted in this Bylaw.                                                                                                                                                                                                                                 |
| <b>“Best Value”</b>       | Approach that aims to deliver products and services with a lower Total Life Cycle Cost while maintaining a high standard (optimal balance of performance and cost).                                                                                                                                                                                         |
| <b>“Bid Documents”</b>    | City documents used in connection with a Purchasing process including but not limited to RFTs, RFPs, and RFQs.                                                                                                                                                                                                                                              |
| <b>“Bid Security”</b>     | Security to ensure that the successful Supplier on a Solicitation enters into a Contract with the City.                                                                                                                                                                                                                                                     |
| <b>“Blanket Contract”</b> | A form of Contract requiring a Supplier to supply Deliverables on an “as required” basis under prearranged terms and conditions, including pricing, over the term of the Contract.                                                                                                                                                                          |
| <b>“Board”</b>            | An entity independent of the City but recognized by Council as an agency which may take advantage of the City’s purchasing power or process, in accordance with this Bylaw. Without limiting the generality of the foregoing, the Windsor Police Services Board shall be considered a “Board”.                                                              |
| <b>“Buying Group”</b>     | An arrangement involving two or more members that combine their purchasing requirements into a single procurement process, administered by one member or a centralized entity on behalf of the group, and conducted in compliance with CFTA, where applicable.                                                                                              |
| <b>“Canadian Entity”</b>  | (a) an individual who is a Canadian citizen or permanent resident of Canada; or (b) a corporation, partnership, sole proprietorship, joint venture, association or any other legal entity organized under the laws of Canada or a province or territory of Canada and carries on business in Canada. <b>(Deleted and Replaced B/L 91-2026 May 25, 2026)</b> |
| <b>“CFTA”</b>             | The Canadian Free Trade Agreement, being an intergovernmental trade agreement between the Government of Canada and all provincial and territorial governments.                                                                                                                                                                                              |
| <b>“CFTA Threshold”</b>   | CFTA threshold for Goods and Services, as may be amended from time to time, which is valued at \$139,000 as of January 1, 2026.                                                                                                                                                                                                                             |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Chief Administrative Officer/CAO”</b> | The City’s Chief Administrative Officer, or his or her Delegate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“City”</b>                             | The Corporation of the City of Windsor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“City Clerk”</b>                       | The City’s City Clerk; or his or her Delegate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>“City Solicitor”</b>                   | The City’s City Solicitor; or his or her Delegate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“City Treasurer”</b>                   | The City’s City Treasurer; or his or her Delegate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“City Website”</b>                     | The City’s website at <a href="http://www.citywindsor.ca">http://www.citywindsor.ca</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>“Closing Date”</b>                     | The place, date and time set by the Bid Documents for receipt of Responses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“CLT Member”</b>                       | A member of the City’s Leadership Team, or their Delegate, reporting directly to the CAO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>“Conflict of Interest”</b>             | A situation in which the personal interests of Employees, City-engaged Consultants or Suppliers, as the case may be, come into conflict or appear to come into conflict with the interests of the City.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“Consulting Services”</b>              | The supply of expertise or strategic advice that is presented for consideration and decision-making, or the guidance of execution of a specific project or undertaking and includes Professional Services.                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Construction”</b>                     | Construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other work, but does not include Consulting Services related to the Construction unless they are specifically included in the Purchase. |
| <b>“Contract”</b>                         | A document to evidence an agreement for the purchase of Deliverables and includes both a Purchase Order and a Formal Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Cooperative Purchase”</b>             | The procurement of Deliverables by the City through a Buying Group, cooperative, collaborative, joint, or group purchasing arrangement established by another municipality, local board, broader public sector entity, government agency, group purchasing organization, or other public body or authority, where the originating procurement process was conducted through a fair, open, and competitive process and is compliant with applicable legislation and Trade Agreements.                                                                                         |

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| <b>“Council”</b>                 | City Council.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“Council Approved Budget”</b> | Total project costs inclusive of all direct costs such as services and goods procured plus all applicable taxes, tariffs and delivery changes as well as all indirect costs such as internal salary recoveries, financing charges, and contingencies, and further that all funding for those costs has been approved and supported through council resolution. Any reference in this by-law to “Council approved operating or capital budget”, “Council-approved operating or capital budge”, “approved budget”, “Council approved budget” or “Council-approved budge” shall have the same meaning as “Council Approved Budget”. <b>(Added B/L 91-2026 May 25, 2026)</b> |
| <b>“Deliverable”</b>             | The Good, Service or Construction being purchased.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Department”</b>              | An area of operation of the City as defined by its organizational charts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Department Head”</b>         | The designated lead of a City department or their Delegate, responsible for the direction and operation of a department and control of a budget. <b>(Deleted and Replaced B/L 91-2026 May 25, 2026)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Designated Official”</b>     | The highest-ranking administrative position of any Board.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Disposal”</b>                | The transfer of ownership of Property by the City by sale, trade in, donation, alternative use or destruction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“Emergency”</b>               | Has the meaning given in Section 104.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>“Employee”</b>                | An employee of the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Evaluation Team”</b>         | Individuals designated to evaluate Responses and make Award recommendations in accordance with this Bylaw.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>“Fair Market Value”</b>       | The price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm’s length, fully informed and under no compulsion to transact.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Formal Agreement”</b>        | A written Contract for the purchase of a Deliverable, executed by the City and the Supplier, including any renewals or amendments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Formal Quotation”</b>        | Means a form of RFQ as described in Sections 70 to 76.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Goods”</b>                   | Any moveable property, including the costs of installing, maintaining or manufacturing such moveable property, including raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid, gaseous or electronic form, unless they are purchased in connection with Construction.                                                                                                                                                                                                                                                                                                                                   |

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| <b>“Informal Quotation”</b>    | Means a form of RFQ as described in Sections 62 to 69.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>“Purchasing Manager”</b>    | The City’s Purchasing Manager or his or her Delegate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“Mayor”</b>                 | The City’s Mayor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>“Prequalification”</b>      | A request for supplier qualification, a process used to gather information on supplier capabilities and qualifications with the intent of creating a list of prequalified suppliers for subsequent participation in a future Solicitation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>“Professional Services”</b> | Means specialized, knowledge-based and customized services provided by individuals or firms possessing expertise, advanced knowledge and specific qualifications or licences in a particular field. Examples of professional services include, but are not limited to those services within the scope of the practice of architecture, professional engineering, landscape architecture, registered surveying and mapping, land appraisers, environmental and geotechnical consulting, financial advisory services, management consulting, information technology consulting, strategic planning and advisory services and research and analysis services, typically governed by professional standards and where applicable, licensing requirements under the laws of the Province of Ontario. |
| <b>“Property”</b>              | Includes furniture, vehicles, equipment and stock.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>“Purchase”</b>              | The acquisition of Deliverables by any means, including rental and leasing, and the functions that pertain to the acquisition of Deliverables, and “Purchasing” shall have a corresponding meaning.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Purchasing Card”</b>       | A card issued in accordance with the City’s Purchasing Card Policies and Procedures for the Purchase of Deliverables.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>“Purchasing Department”</b> | Division of the Office of the City Solicitor charged with carrying out the Purchasing function.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Purchase Order/PO”</b>     | A standard Contract issued by the City to a Supplier to evidence an agreement for the Purchase of Deliverables.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Purchase Price”</b>        | The amount payable by the City for a Deliverable pursuant to a Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Response”</b>              | A response to a Solicitation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“RFEI”</b>                  | A request for expression of interest, a process used to gather information on Supplier interest in an opportunity, or information on Supplier capabilities and qualifications. An RFEI does not create a binding relationship between the City and any Supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“RFI”</b>                   | A request for information, a process used to research which products and services are available, scope out business                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

requirements, and/or estimate project cost. An RFI does not create a binding relationship between the City and any Supplier.

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| <b>“RFP”</b>                   | A request for proposal, a process in which a need is identified, but the method by which it will be achieved is not necessarily prescribed at the outset and price is not the only evaluation criterion.                                                                                                 |
| <b>“RFQ”</b>                   | Request for quotations, including Formal Quotations and Informal Quotations, but not including RFPs or RFTs.                                                                                                                                                                                             |
| <b>“RFT”</b>                   | Request for tender, a process to request supplier responses to supply Deliverables in compliance with stated requirements, performance specifications and terms and conditions and evaluation is made solely on price.                                                                                   |
| <b>“Roster List”</b>           | List of Suppliers who will be permitted to participate in certain non-competitive Contracts anticipated to be required on a regular basis in the future.                                                                                                                                                 |
| <b>“Services”</b>              | Intangible products not having a physical presence.                                                                                                                                                                                                                                                      |
| <b>“Small Purchase Order”</b>  | A type of purchasing method for the Purchase of Deliverables up to \$25,000.                                                                                                                                                                                                                             |
| <b>“Sole Source”</b>           | The Purchase of Deliverables by non-competitive means for the reasons described in Section 110 which comply with the Bylaw, Trade Agreements, provincial legislation and requires consultation and approval by the Purchasing Manager.                                                                   |
| <b>“Solicitation”</b>          | Informal Quotation, Formal Quotation, RFT, RFP, RFI, RFEI issued by the City.                                                                                                                                                                                                                            |
| <b>“Specifications”</b>        | Description of the physical or functional characteristics or the nature of a supply, service, equipment or construction item and may include requirements for inspection, testing, or preparing a Deliverable, and may also include drawings or samples or other means of illustrating the requirements. |
| <b>“Supplier”</b>              | A person, corporation or other entity that responds or intends to respond to a Solicitation or provides Deliverables to the City including but not limited to contractors, consultants, suppliers, service organizations.                                                                                |
| <b>“Total Life Cycle Cost”</b> | An estimate or calculation that considers all direct and indirect costs of a Deliverable over its useful life, from acquisition to disposal including Contract Prices, implementation costs, upgrades, carrying costs, maintenance contracts, support contracts, licence fees and disposal costs.        |
| <b>“Trade Agreements”</b>      | Chapter Five to CFTA and Chapter Nineteen of the Comprehensive Economic and Trade Agreement, as amended or superseded from                                                                                                                                                                               |

time to time.

## **Interpretation**

4. Unless the context requires otherwise, use of the singular also implies the plural, and vice versa.
5. Whenever the words “include”, “includes” or “including” or other similar terms are used in this Bylaw, they are deemed to be followed by the words “without limitation”.
6. Any reference in this Bylaw to any statute or any section of a statute shall, unless expressly stated, be deemed to be reference to the statute as amended, restated or re-enacted from time to time. Any reference to a Bylaw or City policy shall be deemed to be a reference to the most current state of the Bylaw or City policy and any replacement Bylaw or policy.
7. All dollar amounts are expressed in this Bylaw are in Canadian dollars.
8. Any reference to a day refers to a calendar day.
9. Any headings in this Bylaw are non-binding and are intended for explanatory purposes only and are not to be considered or taken into account in construing or interpreting this Bylaw.
10. All solicitations and processes under this Bylaw shall be conducted in English.

## **Part III - Application**

### **Application**

11. This Bylaw applies to all Purchasing activities carried out by the City and any Board using this Bylaw with the exception of:
  - a. those Purchasing activities set out in Schedule “A”;
  - b. the Purchase or Disposal of Deliverables where the laws of Ontario or Canada require the Purchase or Disposal to be carried out in some manner other than by this Bylaw; and
  - c. a circumstance in which Council directs by Council Resolution that the Purchase or Disposal of Deliverables shall be carried out in some manner other than by this Bylaw.
12. A Council Resolution adopted by Council under Section 11(c):
  - a. shall be a matter of public record;

- b. shall be made in response to a written administrative report describing the nature of the Purchase, and including advice and recommendations from both the City Solicitor and the Purchasing Manager;
  - c. shall state that Council is satisfied that it is necessary in the public interest that the Purchase or Disposal be carried out otherwise than in accordance with this Bylaw and shall give the reason or reasons for so concluding; and
  - d. need not identify the nature of the Goods or Service to be Purchased or Disposed of.
- 13. Before adopting a Council Resolution under Section 11(c), Council shall afford the City Solicitor and Purchasing Manager an opportunity to be heard and to provide oral advice concerning the proposed Council Resolution.
- 14. Unsolicited offers are to be reviewed by the Purchasing Manager and the relevant Department Head. Any Purchase resulting from an unsolicited Supplier offer must comply with this Bylaw.

## **Part IV - Integrity of the Purchasing Process**

### **Conflict of Interest**

- 15. All Employees and members of Council are subject to the City's Code of Ethics and Conflict of Interest Policy and shall disclose all conflicts of interest as required by the policy and shall take adequate steps to address any actual or perceived conflicts of interest.
- 16. No Employee or member of Council shall cause or permit anything to be done or communicated to anyone that is likely to cause any Supplier to have an unfair advantage or disadvantage in any Purchasing opportunity.
  - a. Any Employee who becomes aware of an actual or perceived Conflict of Interest, where the conflict could directly affect a material term of the potential Contract, and whose daily work would allow them to have any impact on the preparation of the Specifications, the procurement process, or management of the potential Contract, shall immediately refer each and every actual or perceived Conflict of Interest to the City Solicitor for written direction and rationale. Compliance with the City Solicitor's direction shall be considered satisfaction of the Employee's obligations as set out in Section 15.
  - b. Any Employee who may have an ongoing actual or perceived Conflict of Interest, which would generally not have any impact on the procurement process or the potential Contract, shall disclose the actual or perceived Conflict of Interest to the City Solicitor only once, unless circumstances change.

- c. No Employee may have any pecuniary interest directly or indirectly, as a contracting party, partner, majority shareholder with a controlling interest, surety or otherwise in any contract for Goods, Services or Construction or in any of the monies to be derived there from, unless approved by a specific resolution of Council. For greater clarity, a direct or indirect pecuniary interest includes any interest that would be required to be disclosed under the City's Code of Ethics and Conflict of Interest Policy, as amended from time to time.

## **Education**

17. All Employees granted Purchasing authority over the Small Purchase Order limit under this Bylaw shall attend in person training or complete the City's equivalent online training module on the proper use and interpretation of the Bylaw.

## **Dispute Resolution**

18. The following dispute resolution process shall be available to Suppliers who:
  - a. dispute the fairness of a Purchasing process;
  - b. dispute an Award or results of a Prequalification; or
  - c. dispute the fairness of an evaluation of Contract performance.
19. Within ten (10) days of Award or other circumstance giving rise to the dispute, the Supplier shall provide a written request for a meeting with the Purchasing Manager detailing the legal and factual grounds underlying the dispute and the desired outcome and including any relevant documents.
20. The Purchasing Manager shall convene a meeting with the Supplier within twenty (20) days of receipt of the request. The meeting may be conducted in writing, in person, or by teleconference.
21. If the Purchasing Manager is satisfied that action should be taken, he or she will prepare a report to the City Solicitor advising that such action be taken.
22. If the Supplier is unsatisfied with the outcome of the meeting, the Supplier may provide a written request for a meeting with the City Solicitor detailing the legal and factual grounds underlying the claim and the desired outcome and including any relevant documents.
23. The City Solicitor shall convene a meeting with the Supplier within twenty (20) days of receipt of the request. The meeting may be conducted in writing, in person, or by teleconference.

## **No Discrimination**

24. The *Discriminatory Business Practices Act* and the Trade Agreements forbid the granting

of a preference to a local Supplier as a form of discrimination, therefore in compliance with the law and the Trade Agreements:

- a. The City shall not discriminate between the Deliverables of a particular province, city or geographic region and the Deliverables of another province, city or geographic region.
- b. The City shall not discriminate between the Suppliers of a particular province, city or geographic region and the Suppliers of another province, city or geographic region.
- c. Strategies to prefer Canadian suppliers are permitted up to the thresholds of the Comprehensive Economic and Trade Agreement with the European Union, as amended from time to time.

24.1 Despite the provisions of Section 24., and in accordance with the *Buy Ontario Act, 2025*, the City will comply with the requirements of Municipal Buy Ontario Procurement Directive for Municipal Sector entities issued by the Management Board of Cabinet (Directive), from time to time. **(Added B/L 91-2026 May 25, 2026)**

## Part V - Roles and Responsibilities

### Delegates

25. Where any person is authorized to undertake any act under this Bylaw, such act may also be undertaken by a person properly designated by the authorized person. This provision does not apply in the event of an Emergency as described in Section 105. **(Deleted and Replaced B/L 91-2026 May 25, 2026)**

### City Council

26. City Council shall:
  - a. establish the City's Purchasing policy through this Bylaw;
  - b. monitor compliance with this Bylaw; and
  - c. prioritize the City's purchasing needs.

### CAO

27. The CAO shall:
  - a. impose restrictions on Purchasing activities from time to time where he or she considers necessary and in the best interests of the City;

- b. ensure the implementation of the policies established in this Bylaw; and
- c. support Council in satisfying Council's role.

### **CLT Members and Department Heads**

28. CLT Members and Department Heads shall:

- a. oversee all Purchasing activities in their areas of responsibility and be accountable for the Purchasing activities of the Employees under their supervision;
- b. achieve Best Value while observing the requirements of this Bylaw;
- c. identify single and multi-functional projects in budget submissions to ensure the correct dollar thresholds and Purchasing processes are used; and
- d. require those Employees under their supervision having Purchasing authority to complete in person Purchasing Bylaw training or the City's equivalent online training module.

### **Purchasing Manager**

29. The Purchasing Manager shall:

- a. act as the legal purchasing agent for the City of Windsor under the direction of the City Solicitor;
- b. provide professional purchasing advice to Departments;
- c. monitor adherence to this Bylaw;
- d. interpret and apply this Bylaw to all Purchasing activities and exercise discretion as prescribed where alternative courses of action are permitted;
- e. notify CLT Members and Department Heads of non-compliance with this bylaw; **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
- f. notify Council of non-compliance with this bylaw if the non-compliance cannot be rectified;
- g. provide ongoing training and education regarding this Bylaw, as required;
- h. ensure conduct of Purchasing activities in an efficient and timely manner;
- i. dispose of surplus or obsolete material and equipment in accordance with this Bylaw;
- j. purchase all goods and services for the City or for any Board as required under the

authority of Council and in compliance with this Bylaw; and

- k. establish all necessary procedures, forms, methods and documents to carry out the objectives of this bylaw.

## **Employees**

30. Employees shall:

- a. comply with the provisions of this Bylaw in the performance of their duties; and
- b. attend in person Purchasing Bylaw training or complete the City's equivalent training module, as required.

31. All Employees given authority to Purchase Deliverables under this Bylaw are accountable and responsible to ensure that proper budgets exist within their Departments and that Purchases do not violate any City, legal, or other statutory policy, including Trade Agreements, and will be held accountable for their decisions and actions.

## **Suppliers**

32. Suppliers:

- a. shall be required to disclose any and all Conflicts of Interest to the City prior to or contemporaneously with making a Response;
- b. shall not engage in any form of bid rigging or collusion of any nature; and
- c. shall be forbidden to engage in any conduct which is or could reasonably be construed as any form of political or other lobbying, or as an attempt to influence the outcome of any Purchasing process during the currency of any process prior to an Award.

33. Failure by a Supplier to adhere to the standards established in Section 32 may result in disqualification from participating in City Purchasing opportunities, in the discretion of the CAO.

34. Suppliers wishing to present product or other information to the City outside of a specific Purchasing process must do so through the Purchasing Department.

## **Part VI - Approval Authorities**

### **Threshold Calculation and Anti-Avoidance**

35. In calculating the Purchase Price for the purpose of determining the necessary approvals and procedures, all taxes, duties and freight shall be excluded. In the case of multi- year

Contracts, the Purchase Price will be the estimated annual expenditure under the Contract.

36. No action shall be taken to subdivide Purchases in order to reduce the estimated Contract Price or to otherwise avoid or circumvent the application of any of the provisions of this Bylaw.

### **Administrative Approval**

37. The CAO may:

- a. unless otherwise stated, approve a requisition and make an Award of up to \$500,000, provided the funds have been included in the Council-approved operating or capital budget;
- b. approve a requisition and make an Award of a Sole Source Purchase of Deliverables in excess of \$100,000, other than those outlined in Section 41(g), provided the funds have been included in the Council-approved operating or capital budget, and the Sole Source Purchase does not exceed that approved budget;
- c. approve a requisition and make an Award of an RFP for Professional Services in excess of \$250,000, provided the funds have been included in the Council-approved operating or capital budget, and the RFP Response does not exceed that approved budget;
- d. approve a requisition and make an Award of a Cooperative Purchase of Deliverables in excess of \$250,000 provided the funds have been included in the Council-approved operating or capital budget, and the Cooperative Purchase does not exceed that approved budget; or
- e. unless otherwise stated, approve a requisition and make an Award in any other instance in which the Purchasing Manager and the City Solicitor acting jointly or the responsible CLT Member decide it would be in the best interests of the City to do so.

38. CLT Members may: **(Deleted and Replaced B/L 91-2026 May 25, 2026)**

- a. following prior approval by the Purchasing Manager, approve a requisition and make an Award of up to \$100,000 for Sole Source Purchases, provided the funds have been included in the Council Approved Budget;
- b. except as noted in Section 38(a) approve a requisition and make an Award of up to \$250,000, provided the funds have been included in the Council Approved Budget; or
- c. approve a requisition and make an Award of an RFT at any dollar value, provided the funds have been included in the Council Approved Budget and the RFT Response does not exceed that approved budget.

39. Department Heads may: **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
- a. following prior approval by the Purchasing Manager, approve a requisition and make an award of up to \$100,000 for sole Source Purchases, provided the funds have been included in the Council Approved Budget
  - b. Except as provided in Section 39 a. approve a requisition and make and Award of less than the CFTA Threshold, provided the funds have been included in the Council Approved Budget.
40. Where no funds exist within the Council-approved operating or capital budgets, Council approval is required prior to the initiation of the Purchase of a Deliverable.

### **Council Approval**

41. City Council must approve the purchase of any Deliverables where:
- a. the Purchase Price is greater than \$500,000, except where the CAO has the authority to approve the Purchase under Section 37(b), (c), (d) and (e);
  - b. the lowest compliant Response exceeds the approved budget, including any contingency allowance;
  - c. federal or provincial government or any other body having jurisdiction requires Council approval for a Purchase or Contract;
  - d. the Contract includes financing terms (see City's Corporate Leasing Policy CS.A3.03 (as amended from time to time));
  - e. Council requires that it approve the Purchase;
  - f. any other instance in which the Purchasing Manager and the City Solicitor acting jointly or the CAO decides it would be in the best interests of the City to do so; or
  - g. Sole Source purchase of a Deliverable from a non-Canadian Entity in excess of \$100,000, where there may be an alternative Canadian Entity that can provide the Deliverable.
42. In the event of a conflict, the Sections in this Part supersede any other provision in this Bylaw

## **Part VII - Purchasing Planning**

### **Specifications**

43. Departments are responsible to provide all Specifications necessary for a Solicitation and

are responsible for the accuracy and suitability of those Specifications.

44. The Purchasing Department may review and recommend improvements or clarifications to Specifications when, in the opinion of the Purchasing Manager, it is necessary to meet the objectives of the Solicitation.
45. Specifications shall be a clear description of the requirements to be met in the Contract and should not be brand-specific if possible.
46. If Specifications are developed by an external Consultant, the external Consultant is not permitted to submit a Response in the Solicitation for which the Specifications were prepared.
47. In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisition of Deliverables will ensure that wherever possible, Specifications provide for expanded use of durable products, reusable products, and products (including those used in Services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the Deliverable and providing that a cost analysis supports that these products are made available at competitive prices.

### **Information Gathering**

48. If the scope or nature of the Deliverable to be purchased is unclear, an RFI may be used to gather information from the marketplace on the availability of goods and services.
49. If the level of Supplier interest in supplying a Deliverable is unclear, an RFEI may be used to gather information from the marketplace on Supplier interest.
50. A Response to an RFI or an RFEI shall not be used as a Prequalification and shall have no influence on a Supplier's chances of Award on a subsequent Solicitation.

### **Prequalification**

51. A Prequalification may be used where:
  - a. It is desirable to create a list of Suppliers to use for one or more future Purchases;
  - b. the qualifications of the Supplier are paramount having regard to the complexity, cost, potential *Occupational Health and Safety Act* risk, or to specialized equipment, material or financing requirements; or
  - c. the standard of performance of the Deliverables has been established
52. The Prequalification shall include:
  - a. a description of the Deliverable affected by the Prequalification;

- b. duration of validity of the Prequalification;
  - c. a statement that only Prequalified Suppliers will be permitted to participate in the Solicitation; and
  - d. a provision that the City is in no way obligated to call on a Supplier as a result of the Prequalification to supply the Deliverable referenced in the Prequalification
53. Where a Prequalification is established for a Solicitation, only prequalified Suppliers may participate in the Solicitation.

## **Part VIII - Purchasing Methods**

### **Determination**

54. Purchasing methods are determined based on the threshold calculation rules at Section 35. Purchasing methods cannot be combined. Solicitations can be conducted in an electronic format, at the sole discretion of the Purchasing Manager.

### **Petty Cash**

55. Departments have the authority to use petty cash for Purchases up to \$500.
56. Use of petty cash must be in compliance with the Petty Cash Procedure, as amended from time to time.
57. No formal Purchasing process is required for petty cash Purchases.

### **Small Purchase Order**

58. Department Heads have the authority to issue Small Purchase Orders, including any amendments thereto, for Purchase of Deliverables up to a maximum upset limit of \$25,000. **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
59. No formal Purchasing process is required for Small Purchase Order Purchases.

### **Purchasing Card**

60. Authorized Employees have the authority to use Purchasing Cards for Purchases up to the transaction limit established for the Purchasing Card.
61. Use of Purchasing Cards shall be in compliance with the City of Windsor Purchasing Card Policies and Procedures as amended from time to time.

## Informal Quotation

62. Department Heads have the authority to solicit quotations for Deliverables without the direct involvement of the Purchasing Department when all of the following apply: **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
  - a. total dollar amount greater than \$25,000 but not exceeding \$75,000;
  - b. clearly defined Specifications; and
  - c. no Blanket Contract exists for the Deliverables.
63. Only those Suppliers invited to give quotations will receive notice.
64. At least three quotations must be solicited. If three Responses are not received, the Purchasing Department may assist the Department in obtaining the quotations. If three Responses are not received, the Purchasing Manager may waive this provision, in his or her discretion.
65. Quotations may be given by any written means of communication, including facsimile and email.
66. Each Supplier shall:
  - a. only be permitted to submit one quotation; and
  - b. not be permitted to change or negotiate its quotation after the Closing Date unless the criteria and any limitations are included in the Bid Documents.
67. The Purchasing Manager shall have the authority to: **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
  - a. solicit additional quotations if it is in the best interests of the City to do so;
  - b. cancel the Informal Quotation, if the Purchasing Manager and the City Solicitor, acting jointly, believe the Purchasing process was or may have been compromised;
  - c. cancel the Informal Quotation, at the sole and absolute discretion of the Purchasing Manager and CLT Member acting jointly,
  - d. require a Formal Quotation be conducted for Deliverables even if the estimated Purchase Price is less than \$75,000.
  - e. to waive the requirement for a Formal Quotation where an Informal Quotation process was conducted and exceeds \$75,000, but does not exceed the CFTA threshold, provided the Purchasing Manager, in his or her sole discretion, is satisfied with the Informal Quotation process.

68. The Supplier submitting the most favourable compliant Response in accordance with the Solicitation will be awarded a Contract for the Deliverables.
69. The Purchasing Department shall receive all records of Supplier Responses from the requisitioning department prior to issuing a Purchase Order for the Deliverables.

#### **Formal Quotation**

70. The Purchasing Department has the authority to solicit formal quotations for Deliverables when all of the following apply:
  - a. total dollar amount greater than \$75,000 but not equal to or exceeding the CFTA Threshold;
  - b. clearly defined Specifications; and
  - c. no Blanket Contract exists for the Deliverables.
71. Only those Suppliers invited to give quotations will receive notice.
72. Suppliers shall be informed as to the Specifications, Response requirements, including place, date and time for making Responses and information that could influence a Supplier's decision to provide a Response or influence Supplier pricing.
73. Response requirements shall provide that Suppliers:
  - a. only be permitted to submit one written quotation;
  - b. not be permitted to change their written quotations or negotiate after making a submission unless the criteria and any limitations are included in the Bid Documents; and
  - c. be required to reflect the Specifications in their Response.
74. The Supplier submitting the most favourable compliant Response will be Awarded a Contract for the Deliverables.
75. A Contract will be issued for the Deliverables.
76. The Purchasing Manager has the discretion to:
  - a. require an RFT or an RFP be conducted for Deliverables even if the estimated Purchase Price is less than the CFTA Threshold;
  - b. cancel the Formal Quotation, if the Purchasing Manager and the City Solicitor, acting jointly, believe the Purchasing process was or may have been compromised; or

- c. cancel the Formal Quotation, at the sole and absolute discretion of the Purchasing Manager and CLT Member acting jointly.

## **RFT/RFP**

- 77. An RFT shall be issued when all of the following apply:
  - a. two or more sources are considered capable of supplying the Deliverable;
  - b. the estimated Contract Price is valued at or above the CFTA Threshold;
  - c. a Blanket Contract does not exist;
  - d. clearly defined Specifications; and
  - e. Purchase Price is the sole criterion for Award.
- 78. If a cost-sharing agreement is in place for a Construction project of which the City is not the owner, an RFT must be issued if the amount of the City's share exceeds 10% of the cost-sharing agreement. The RFT must be in accordance with Sections 83 and 89 of this Bylaw.
- 79. An RFP shall be issued when all of the following apply:
  - a. two or more sources are considered capable of supplying the Deliverable;
  - b. the estimated Contract Price is valued at or above the CFTA Threshold;
  - c. a Blanket Contract does not exist;
  - d. the City's need is identified, but the means of accomplishing it is not identified and may be comprised of many variables; and
  - e. Purchase Price is not the sole criterion for Award.
- 80. Notice of RFT/RFP shall be given to the Supplier at least fifteen (15) days prior to the Closing Date.
- 81. Notice shall be given:
  - a. on the City's Website;
  - b. on a tendering website or system; and
  - c. in any publication or forum deemed relevant by the Department Head and Purchasing Manager as long as the forum is equally accessible to all Canadian Suppliers.
- 82. In the case of Deliverables with a value at or above the CFTA Threshold, notice shall be

published on the City Website and on an electronic tendering system that is equally accessible to all Canadian Suppliers and a copy of the Bid Documents may be provided to the Windsor Construction Association at no cost.

83. Every RFT/RFP shall set out:
- a. the manner in which communications are handled during the RFT/RFP;
  - b. Response requirements, including time, date and location of closing;
  - c. any information that could influence a Supplier's decision to submit a Response, or could influence Purchase Price;
  - d. the manner in which the Response is to be evaluated, including a listing of mandatory requirements and any rating criteria;
  - e. required Contract terms, including provisions for any extension or renewal options;
  - f. time, date and location of public opening, if any; and
  - g. that Responses may be withdrawn upon the submission of written instructions to do so submitted prior to the Closing Date.
84. The Purchasing Manager has the discretion to set fees for the purchase of Specifications for RFT/RFP, the means of distribution of the RFP/RFT, and the registration of Suppliers as registered bidders.
85. Suppliers shall be required to register in accordance with Purchasing Department's direction by acquiring Specifications, paying any applicable fee authorized under Section 84, and providing any required information. The Purchasing Manager has the discretion to reject the Response of any Supplier who has not registered.
86. During the currency of an RFP/RFT:
- a. except at a meeting to which Suppliers have been invited, no oral questions will be taken and no oral answers will be given;
  - b. all Supplier questions will be asked in writing, and any response given will be given in writing to all Suppliers participating in the RFP/RFT; and
  - c. communication by Suppliers and potential Suppliers with the City shall be through the Purchasing Department only, in the manner directed in the RFP/RFT document.
87. The Closing Date for all RFP/RFT shall be set for a weekday, excluding provincial and national holidays.
88. If multiple Responses are received from a Supplier, the last Response made before the Closing Date supersedes all prior Responses, except in the case in which alternate

Responses are permitted pursuant to the Bid Documents.

89. RFTs shall be opened at a public meeting or posted electronically as specified in the RFT. Supplier names and prices shall be read or provided, along with such other information as may be required by any Purchasing procedure in place pursuant to this Bylaw.
90. RFPs shall be opened in private at a meeting of the Evaluation Team.
91. Evaluation of Responses shall be in accordance with the terms of the RFP/RFT. Any Response disqualified during the evaluation process shall not be further evaluated or considered.
92. Irregularities in Responses shall be addressed in accordance with Schedule "B" to this Bylaw.
93. If two equal Responses are received, any process described in the Bid Documents shall be followed to end the tie. If no process is prescribed in the Bid Documents to address equal Responses, or if the process fails to end the tie, a CLT Member and the Purchasing Manager may, in his or her discretion select a successful Supplier through a coin toss or drawing of lots performed by the City.
94. RFPs/RFTs may be cancelled by the Purchasing Manager at the request of a CLT Member requiring the Purchase at any time until Award if:
  - a. adequate budget is not available;
  - b. the Deliverable is no longer required;
  - c. only one Response was received;
  - d. If the Purchasing Manager, in consultation with the City Solicitor reasonably believes the Purchasing process was or may have been compromised; or
  - e. at the sole and absolute discretion of the Purchasing Manager and Department Head acting jointly.
95. Notice of Contract Award shall be published on the City's Website.
96. Debriefing is available to Suppliers participating in an RFT/RFP upon written request to the Purchasing Manager. The debriefing shall be conducted in accordance with any procedure in place pursuant to this Bylaw.

#### **In-House Submissions**

97. Where a Purchase of a Deliverable is considered and it is in the best interests of the City to permit Employees to compete for the opportunity to supply the Deliverable as part of their employment with the City, in recognition of the fact that Employees in the course of their employment cannot comply with Security, insurance and certain other Purchasing requirements, the Bid Documents shall contain provisions providing that the decision

whether or not to Award a contract shall rest solely with Council.

98. Employees shall be entitled to appear as delegations to Council to present financial, service, staffing and any other relevant information to Council when Council deliberates whether or not to Award a Contract to a Supplier or, in the alternative, to seek an internal source for the Deliverables.

## **Part IX - Special Circumstance Purchases**

### **Lease and Financing**

99. The acquisition of any Goods through the use of a lease shall comply with the City's Corporate Leasing Policy CS.A3.03 (as amended from time to time), and no Purchasing process shall be initiated until all necessary approvals are received under that policy.

### **Blanket Contracts**

100. Where a Blanket Contract exists for Deliverables to be purchased, those Deliverables must be purchased under the Blanket Contract.
101. Blanket Contracts can be established by the Purchasing Department when all of the following criteria are met:
  - a. one or more Departments repetitively orders the same Deliverables or range of Deliverables and the actual demand (including quantity, delivery date, and delivery point) is not known in advance;
  - b. the Deliverables are readily available to be ordered ("called up") as and when the requirement arises; and
  - c. prearranged prices or a prearranged pricing basis can be established at the outset and there is no need or intention to negotiate them at call-up.
102. Blanket Contracts shall be established by the competitive Purchasing method prescribed by the estimated annual value of the Blanket Contract.
103. The Purchasing Manager shall maintain a list detailing Blanket Contracts and the associated Deliverables, Suppliers and pricing.

### **Emergency Purchases**

104. An "Emergency" is defined as:
  - a. an imminent or actual danger to the life, health or safety of an official, the public, or an Employee while acting on the City's behalf;

- b. an imminent or actual danger of injury to or destruction of property belonging to the City or to property owned by a third party to whom the City would be liable;
  - c. an unforeseen interruption or threat of an interruption of an essential public service;
  - d. an emergency as defined by the *Emergency Management Act* and the Emergency Response Plan formulated by the City; or
  - e. a spill of a pollutant as contemplated by the *Environmental Protection Act*.
105. In the event of an Emergency requiring the Purchase of Goods or Services to alleviate the Emergency, goods and services may be purchased without a Solicitation and by the most economical and expedient means, notwithstanding this Bylaw, as follows:
- a. Up to \$100,000: Department Heads have the authority to approve Emergency Purchases up to \$100,000. All approval requirements should be in writing.
  - b. Between \$100,000 and \$250,000: On the recommendation of the Department Head, a CLT Member has the authority to approve Emergency Purchases between \$100,000 and \$250,000. All approval requirements should be in writing.
  - c. \$250,000 and above: On the recommendation of a CLT Member, the CAO has the authority to approve Emergency Purchases of \$250,000 and above. All approval requirements should be in writing.
106. As soon as reasonably possible following the Emergency Purchase, the responsible CLT Member shall submit an Emergency Purchase report in the prescribed form to the Purchasing Manager and an information report to the CAO describing the circumstances of the Emergency.
107. If the Emergency Purchase is \$250,000 or above, or the expenditure is not within the Council approved budget, the responsible CLT Member shall bring a report to Council at the next available meeting.

## **Negotiation**

108. Unless permitted by the Bid Documents, no negotiation shall be permitted within a Solicitation.
109. Deliverables may be acquired through negotiation if previously approved by the Purchasing Manager based on one of the following circumstances:
- a. Goods being purchased by Sole Source under Section 110;
  - b. Only one bid is received on a Solicitation;
  - c. Where the lowest compliant Bid exceeds the available budget and it is impractical to recall the Solicitation;

- d. No compliant bids are received on a Solicitation and it is impractical to recall the Solicitation;
- e. Goods or Services are required in response to an Emergency as defined by this Bylaw, or
- f. Purchases from the Roster List.

### **Sole Source**

110. A non-competitive direct Award of Contract may be used to purchase Deliverables with the prior approval of the Purchasing Manager under the following circumstances:

- a. Where there is no Response to a competitive process;
- b. No Responses that conform to the essential requirements of the Bid Documents were submitted;
- c. No Suppliers satisfied the conditions for participation;
- d. If the Goods or Services can be supplied only by a particular Supplier and no reasonable or alternative or substitute Goods or Services exist for any of the following reasons:
  - i. The requirement is for a work of art;
  - ii. The protection of patents, copyrights, or other exclusive rights;
  - iii. Due to an absence of competition for technical reasons;
  - iv. The supply of Goods and Services is controlled by a Supplier that is a statutory monopoly;
  - v. To ensure compatibility with existing Goods, or to maintain specialized Goods that must be maintained by the manufacturer of those Goods or its representative;
  - vi. 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; or
  - vii. Work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor;
- e. For additional Deliverables by the original Supplier of Goods or Services that were not included in the initial procurement, if a change of Supplier for such additional Goods or Services:
  - i. Cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing

equipment, software, services, or installations procured under the initial procurement; and

- ii. Would cause significant inconvenience or substantial duplication of costs for the City;
- f. When an unforeseeable event(s) occurs, Goods or Services are immediately necessary, and the Goods or Services cannot be obtained in time using a competitive procurement process;
- g. For Deliverables purchased on a commodity market;
- h. If the City procures a prototype or a first Good or Service that is developed in the course of, and for, a particular Contract for research, experiment, study, or original development. Original development of a first Good or Service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the Good or Service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;
- i. For purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine Purchases from regular Suppliers;
- j. If a Contract is Awarded to a winner of a design contest provided that:
  - i. The contest has been organized in a manner that is consistent with the principles of this Bylaw; and
  - ii. The participants are judged by an independent jury with an intention of a design Contract being awarded to a winner;
- k. Where Deliverables are in short supply due to market conditions, including geographic limitations;
- l. To Purchase an item directly for resale;
- m. To exercise a purchase option under a rental contract;
- n. To Purchase Goods offered for sale by auction or tender;
- o. Where a competitive method of Purchasing could interfere with the City's ability to maintain security or order, security of municipal property, or to protect human, animal or plant life; or
- p. Where Deliverables relating to matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process or competitive procurement 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.

111. Sole Source purchases of Deliverables with a Purchase Price at or above the CFTA Threshold or pursuant to a funding agreement must comply with the Trade Agreements and provincial legislation and require consultation with the Purchasing Manager.

## **Roster**

112. Where a Roster List exists for Professional Services sought to be purchased, Purchasing from such Roster List shall be permitted (but not required) if the Purchase Price is less than the CFTA Threshold.
113. Roster Lists shall be developed only when it is determined that a Roster List would assist the City in the formation of strategic relationships to better serve the City's Purchasing needs. The CAO has the authority to require the establishment of a Roster List.
114. Roster Lists shall only be valid for a specific period of time as specified in the Bid Documents and thereafter cannot be used unless updated by a new Solicitation.
115. Roster List Awards shall be made at the discretion of the responsible CLT Member on the relevant Roster List and provided that an acceptable Contract can be negotiated with the Supplier.
116. Roster List Awards shall be evidenced by a Formal Agreement.

## **Cooperative Purchasing**

117. The Purchasing Manager is authorized to lead or participate in a Cooperative Purchase for the Purchase of Deliverables on a participatory, cooperative or joint basis where there are economic advantages to doing so and entering into these arrangements does not result in undue risk or use of substantial resources, as determined jointly by the Purchasing Manager and the City Solicitor. Participation may be undertaken by the City as a single entity unless joint participation is expressly required by the arrangement. Where the originating procurement was conducted in accordance with applicable legislation, Directives and Trade Agreements, appropriate supporting documentation is available and is suitable to the City's requirements, Purchases made under an approved Cooperative Purchase shall be deemed to satisfy the City's competitive procurement requirements and shall not be considered non-competitive or Sole Source procurements. Cooperative Purchases require the prior approval of the Purchasing Manager. **(Deleted and Replaced B/L 91-2026 May 25, 2026)**

## **Part X - Security, Insurance and Indemnity**

## **Bid Security**

118. The City reserves the right to require Bid Security in the form of any one or more of the following:

- a. financial bonds issued by a bonding company approved to transact business in Ontario;
- b. certified cheques, bank draft or money order drawn on any bank named in Schedule I or II to the *Bank Act* (Canada), any trust or loan company registered under the *Loan and Trust Company Act* (Ontario), the Province of Ontario Savings office, or a credit union as defined in the *Credit Unions and Caisses Populaires Act* (Ontario);
- c. an Irrevocable letter of credit naming the City as beneficiary.

all satisfactory in form to the Purchasing Manager

## **Performance Security and Labour and Materials Security**

119. Performance security and labour and material payment security are required for all Construction Purchases over \$200,000.

120. The Purchasing Manager in consultation with the City Solicitor may require performance security for non-Construction projects over \$200,000 if the Purchasing Manager and the City Solicitor deems such security to be in the best interests of the City.

121. The Purchasing Manager in consultation with the City Solicitor may require labour and material payment security for non-Construction projects over \$200,000 if the Purchasing Manager and the City Solicitor deems such security to be in the best interests of the City.

122. Where performance security and labour and material payment security are required, the amount of such security shall be 50% of the amount of the Purchase Price, provided that the Purchasing Manager and the CLT Member shall have the discretion to require security in excess of 50% of the amount of the Purchase Price, if in their opinion it would be in the best interests of the City to do so.

## **Indemnity**

123. The City shall be indemnified for and against any claim, loss, cost or damage resulting from a Supplier's obligations under a Contract.

## **Insurance**

124. Bid documents shall disclose all necessary insurance as established by the Risk Management Department from time to time and defined in Schedule "C."

125. All insurance must be satisfactory in form and content to the City Solicitor and shall be delivered prior to the commencement of work, to remain in force for the duration of the Contract inclusive of any maintenance period and shall:
- a. name the City as an additional insured, where applicable;
  - b. be primary and non-contributing;
  - c. contain a “cross liability/separation of insureds” clause; and
  - d. not be altered, cancelled or permitted to lapse without 30 days’ prior written notice to the City by the insurer.
126. The Supplier shall also maintain adequate insurance of its own interests in completing the Contract.
127. The City Solicitor has the authority to modify or waive insurance requirements if, in his or her sole discretion, to do so would not result in harm or undue risk to the City.

### **Occupational Health and Safety**

128. Prior to the commencement of the work, the Supplier shall deliver a Certificate of Clearance from the Workplace Safety and Insurance Board to evidence an account in good standing, or, if the Supplier is exempt from membership, satisfactory evidence of such exemption.
129. All Suppliers shall strictly comply with all *Occupational Health and Safety Act* requirements and shall indemnify and hold harmless the City in respect of same, including any legal costs, fines or other penalties incurred by the City resulting from the Supplier’s performance of the Contract terms.

## **Part XI - Contracts**

### **Types of Contracts**

130. An Award can be evidenced by a Purchase Order or a Formal Agreement
131. The Purchasing Manager shall determine whether a Purchase Order or a Formal Agreement is required with a Supplier, having regard to the nature of the Deliverable, the complexity of the Purchase, and the risks, terms and conditions applicable to the Purchase.
132. The City Solicitor shall prepare or approve any Formal Agreement required by Section 131.

### **Administrative Authority to Sign Contracts**

133. The Purchasing Manager has the authority to sign Purchase Orders.

134. If a Formal Agreement is required under Section 131 for a Purchase that would not otherwise require Council or CAO approval, the CAO and City Clerk are authorized to sign the Formal Agreement, renewals, and amendments thereto on behalf of the City, provided such documents are satisfactory in form to the City Solicitor, satisfactory in financial content to the City Treasurer, and satisfactory in technical content to the CLT Member responsible for the Department making the Purchase.
135. Unless otherwise duly authorized by Council Resolution or Bylaw, no other Employees are permitted to sign Contracts on behalf of the City for the Purchase of any Deliverable.

### **Contract Renewals and Extensions**

136. Where a Contract contains an option for renewal or extension, the Department Head may request the Purchasing Department to exercise such option provided that: **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
- a. in the opinion of the CLT Member and the Purchasing Manager, the Supplier's performance under the prior term of the Contract has been satisfactory and has met the requirements of the Contract;
  - b. **INTENTIONALLY DELETED**
  - c. the CLT Member approves the terms of the renewal or extension;
  - d. funds are available in the appropriate accounts within the Council Approved Budget including authorized revisions to meet the proposed expenditure; and
  - e. the Contract is not otherwise required to be brought before Council or CAO.

### **Contract Amendments and Revisions**

137. No amendment or revision to a Contract shall be made unless, in the opinion of the City Solicitor and CLT Member, that amendment or revision is in the best interests of the City.
138. No amendment changing the original Purchase Price of a Contract shall be agreed to without a corresponding change in the requirement or scope of work or rationale accepted by the Purchasing Manager and the CLT Member that the amended Purchase Price is in the best interests of the City.
139. CLT Members have the authority to approve Contract amendments where: **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
- a. the amendment is less than 50% of the original Purchase Price and the amendment does not exceed \$250,000 and does not exceed the Council Approved Budget;
  - b. the amendment is to a Roster List Award and the total amended Purchase Price is less than the CFTA Threshold and does not exceed the Council Approved

Budget; or

- c. the amendment to a Sole Source complies with Section 110 and the total amended Purchase Price does not exceed \$100,000 and does not exceed the Council Approved Budget.

140. The CAO has the authority to approve Contract amendments where:

- a. the amendment exceeds the CLT Member's authority in Section 139(a), (b) and (c), and the amendment does not exceed \$500,000 and does not exceed the Council Approved Budget; **(Deleted and Replaced B/L 91-2026 May 25, 2026)**
- b. a CLT Member or the CAO approved the Award of RFT or Council pre-approved the Award of RFT and the amendment does not exceed the Council-approved budget;
- c. the CAO approved the Award of a Sole Source Purchase under Section 37(b) or Council pre-approved the Award of a Sole Source Purchase and the amendment does not exceed the Council-approved budget and Section 141(d) does not apply;
- d. the CAO approved the Award of an RFP for Professional Services under Section 37(c) or Council pre-approved the Award of an RFP for Professional Services and the amendment does not exceed the Council-approved budget; or
- e. the CAO approved the Award of a Cooperative Purchase under Section 37(d) or Council pre-approved the Award of a Cooperative Purchase and the amendment does not exceed the Council-approved budget.

141. Council must approve amendments that result in:

- a. significant change in the scope of work;
- b. the approved budget being exceeded;
- c. the Purchase Price exceeds \$500,000, except where the CAO has authority to approve the Contract Amendment pursuant to Section 140(b), 140 (c), 140 (d), and 140 (e); or
- d. a Sole Source Purchase of a Deliverable from a non-Canadian Entity where the total amended Purchase Price exceeds \$100,000, where there may be an alternative Canadian Entity that can provide the Deliverable.

## **Part XII – Supplier and Material Management**

### **Performance Management**

142. The Purchasing Manager is responsible for the City's Supplier performance management system.

## **Supplier Suspension**

143. The City may upon the recommendation of the CAO, in consultation with the City Solicitor and Purchasing Manager, suspend a Supplier from participating in the City's Purchasing activities by reason of:
- a. the Supplier or any officer or director of the Supplier, commencing or threatening litigation or any type of legal action (in any court or tribunal, including but not limited to Construction Dispute Interim Adjudication under the Construction Act or any successor legislation) against the City, Consultants engaged by the City in respect of a specific Solicitation, or Employees in relation to any other Contract or Service or any matter arising from the City's exercise of its powers, duties or functions;
  - b. non or poor performance by the Supplier, including, but not limited to, a failure to meet specifications or health and safety violations;
  - c. a failure by the Supplier, or any officer or director of the Supplier, to satisfy a debt due to the City; or
  - d. a withdrawal by a Supplier of a Response after the public opening of an RFT, or after Award of an RFP.
144. Before a final decision is made to suspend a Supplier for poor performance as set out in Section 143(b), the Supplier shall be given notice of the City's intention to suspend the supplier and the Supplier shall be given 30 days to respond to an allegation of poor performance.
145. A suspension from participating in the City's Purchasing activities may be lifted at the discretion of the CAO if the suspended Supplier demonstrates to the City that the reasons leading to the suspension have been satisfactorily addressed and that the Supplier no longer poses a performance risk to the City.

## **Material**

146. CLT Members shall be responsible for inventory management and shall ensure a physical inventory of stock items be taken on a periodic basis and shall allow for adequate inventory obsolescence.
147. The Purchasing Manager may alter the source of supply of a Deliverable if it is in the best interests of the City to do so.
148. Upon receipt of Deliverables, Departments shall:
- a. promptly inspect the Deliverable for compliance with the terms of the Contract;
  - b. advise the Purchasing Department promptly of any deviation from the terms of the Contract; and

- c. assist the Purchasing Department as required to rectify deficiencies or deviations.

## **Part XIII - Disposal of Surplus and Obsolete Goods**

### **Identification of Goods**

- 149. The Purchasing Manager shall have the authority to dispose of material declared to be surplus in accordance with this Section.
- 150. Each CLT Member shall submit a report to the Purchasing Manager identifying surplus items, being all goods, equipment and stock which is no longer being used, or which has become obsolete, worn out or otherwise incapable of being used.

### **Means of Disposal**

- 151. The Purchasing Manager shall first determine if the items may be of use to other City Departments and may authorize distribution.
- 152. If the surplus items cannot be used by City Departments, the Purchasing Manager may dispose of them by any of the following methods:
  - a. offered for sale to public agencies;
  - b. sold by external advertisement, including by tender, quotation, public auction or online auction;
  - c. sold or traded to the original supplier or others in that line of business;
  - d. donated to a charitable organization;
  - e. recycled;

or any other means appropriate and in the best interests of the City.

- 153. If the surplus items may not otherwise be Disposed of, they shall be scrapped.
- 154. Disposal of surplus Items valued at \$500,000 or more must receive prior Council approval.

### **Sale of Surplus Items**

- 155. In the case of sale by sealed bids, the reserve price for each item or lot shall be published.
- 156. In the case of sale by public auction, on-line auction or informal offer, the reserve price shall be used as an estimate and shall not be disclosed.
- 157. Any revenue net of expenses incurred in the sale shall be credited to the appropriate

Department.

158. No Employees or related parties as defined by the City's Code of Ethics and Conflict of Interest Policy shall be permitted to receive Surplus Items unless those Surplus Items are designated to be scrapped or recycled in accordance with Section 153, at the discretion of the CAO, or, by purchase at public auction or on-line auction provided such auction or online auction is conducted by a third party and does not involve the Employee.

### **Hazardous Material**

159. Disposal of unsafe or hazardous surplus items is the responsibility of the originating Department and shall be conducted in accordance with this Bylaw.

## **Part XIV - General Administration of this Bylaw**

### **Records and Information**

160. Purchasing records will be retained in accordance with the City's Record Retention Bylaw Number 12599, as amended from time to time.
161. The City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. Subject to the provisions of that Act, the City will use reasonable efforts to safeguard the confidentiality of any information identified by a Supplier as confidential but shall not be liable in any way whatsoever if such information is disclosed.

### **Reporting Requirements**

162. The following reports are required:

*a. Disposal of Surplus Goods Report*

The Purchasing Manager shall provide an annual information report to Council disclosing all Surplus Items disposed of under Part XIII of this Bylaw.

*b. Roster Report*

The responsible CLT Member and the Purchasing Manager shall provide an annual report to Council disclosing all entities engaged through any rostering process in Part IX of this Bylaw.

### **Review of Bylaw**

163. This Bylaw is the responsibility of the Purchasing Manager and shall be reviewed and amended as required prior to the end of each term of Council, or as otherwise required.

164. Internal and external stakeholders shall be consulted in making amendments to this Bylaw.

### **Specific Departmental Purchasing Rules**

165. The City Treasurer shall initiate and submit recommendations with respect to group benefits, banking and professional services, and debenture sales.

166. All Departments, divisions, and Employees shall obtain the prior written approval of the Chief Information Officer/Executive Director of Information Technology before leasing, subscribing to, renewing, upgrading, implementing, or using any information technology–related equipment, systems, software, cloud-based services, or telecommunications resources, including but not limited to computer hardware, applications, photocopiers, and communication devices. Such approval shall confirm alignment with municipal information technology standards, cybersecurity and data protection requirements, interoperability, and long-term operational sustainability.

### **Procedures**

167. The Purchasing Manager has the authority to establish procedures for implementing this Bylaw and to amend those procedures as required in the best interests of the City with the concurrence of the CAO and City Solicitor.

### **Schedules**

168. Schedules “A”, “B” and “C” form part of this Bylaw. The City Solicitor has the authority to amend those Schedules as required in the best interests of the City with the concurrence of the CAO. Any amended schedules must be forwarded to all CLT Members.

### **Review of Purchasing Files**

169. The Purchasing Manager has the authority to randomly review Departmental purchasing files to monitor the effectiveness of the Bylaw and Procedures, and to ensure compliance with this Bylaw.

### **Board Use of Bylaw**

170. Where a Board uses the services of the Purchasing Department, all terms and conditions of this Bylaw and the Procedures will apply, except any reference to “Council” shall be read as a reference to the “Board” and any references to the “CAO” shall be read as reference to a “Designated Official”.

### **Repeal**

171. Bylaw 93-2012 **BE REPEALED** upon the effective date of this Bylaw.

### **Transition Rules**

172. Notwithstanding its repeal, any Purchases begun but not yet completed by the effective date of this Bylaw shall be completed in accordance with the terms of Bylaw 93-2012. Any amendments, extensions, renewals or revisions to contracts, and any Roster List agreements entered into under Bylaw 93-2012 may be processed and/or utilized under the provisions of this Bylaw. **(Deleted and Replaced B/L 91-2026 May 25, 2026)**

**Title**

173. This Bylaw shall be referred to as the "Purchasing Bylaw."

**Effective Date**

174. This Bylaw shall come into force and take effect on the day after the final passing thereof.

DREW DILKENS, MAYOR

STEVE VLACHODIMOS, CLERK

|                |   |
|----------------|---|
| First Reading  | - |
| Second Reading | - |
| Third Reading  | - |

## Schedule “A” - Exemptions

### Exempt Purchases

The purchase of the following is exempt from the application of this Bylaw:

1. **Employer Expenses** including:
  - a. Salaries and benefits
  - b. Payroll deductions and remittances
  - c. Licenses
  - d. Training and education, including conferences and memberships
  - e. Reimbursable employee expenses as defined in the Travel and Business Expense Policy
2. **Governmental Charges** to and from other governmental bodies including Federal, Provincial and Municipal.
3. **Periodic payments** including:
  - a. Debenture payments
  - b. Agency grants
  - c. Sinking fund payments
  - d. Postage
  - e. Utilities
  - f. Telephone, data and television services including installations and repairs
4. **Settlements, awards, and deductible payments** for legal and/or insurance purposes.
5. **Payments to Social Service Agencies and Health Agencies** under purchase of service agreements, including all related:
  - a. Medical and dental fees
  - b. Committee fees
  - c. Burial expenses
  - d. Enforcement payments
6. **Magazines, books, newspapers and periodicals**
7. **Advertising**
8. **Legal Services and support**
9. **Services** provided under the Regulated Health Professions Act: Schedule 1 – self-governing professions as well as the following:

- a. Medical doctors

**10. Personal Services** for the residents of the City's long term care facility not performed by a member of a regulated health profession, including:

- a. Hairdressing
- b. Clergy
- c. Aesthetics

**11. Utility or Rail Works Services** where the public utility or the railway, as the case may be, carries out any works at the behest of the City.

## Schedule “B”– Irregularities

### Nature of Irregularity

1. Any deviation from the requirements of the Bid Documents is an irregularity. An irregularity may be:
  - a. Major, affecting price, quality, quantity or delivery and is material to the Contract or required by the Bid Documents and which, if permitted, could give the Supplier an unfair advantage over competitors; or
  - b. Minor, affecting form rather than substance, with no material impact on the Contract and which, if permitted, would not give the Supplier an unfair advantage over competitors.
2. Where discretion exists to determine whether an irregularity is Major or Minor, the Purchasing Manager, the responsible CLT Member and the City Solicitor shall jointly evaluate the irregularity to determine its nature in the context of the applicable Solicitation.
3. Except as noted herein, irregularities cannot be cured.

|    | Irregularity        | Action                                                                                                                                 |
|----|---------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Late Response       | <ul style="list-style-type: none"><li>• Response rejected</li><li>• Response returned unopened to Supplier, where applicable</li></ul> |
| 2. | Envelope not sealed | <ul style="list-style-type: none"><li>• Response rejected</li><li>• Response returned unopened to Supplier, where applicable</li></ul> |

|     |                                                                      |                                                                                                                 |
|-----|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 3.  | Response completed or signed in erasable medium                      | <ul style="list-style-type: none"> <li>• Response rejected</li> </ul>                                           |
| 4.  | Response does not bear a signature as specified in the Bid Documents | <ul style="list-style-type: none"> <li>• Response rejected</li> </ul>                                           |
| 5.  | All sections of Bid Documents not completed                          | <ul style="list-style-type: none"> <li>• Response rejected if the effect is a Major irregularity</li> </ul>     |
| 6.  | Response submitted by a method not specified in the Bid Documents    | <ul style="list-style-type: none"> <li>• Response rejected.</li> </ul>                                          |
| 7.  | Minor clerical errors on Response                                    | <ul style="list-style-type: none"> <li>• 48 hours to initial</li> </ul>                                         |
| 8.  | Minor mathematical errors on Response                                | <ul style="list-style-type: none"> <li>• Unit pricing/itemized pricing prevails; 48 hours to initial</li> </ul> |
| 9.  | Missing or insufficient Bid Bond                                     | <ul style="list-style-type: none"> <li>• Response rejected</li> </ul>                                           |
| 10. | Missing or insufficient agreement to bond                            | <ul style="list-style-type: none"> <li>• Response rejected</li> </ul>                                           |

|     |                                                                                                                                                        |                                                                                                                                                                  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. | Qualified Response if no qualifications permitted or unwilling to remove the qualifications within the time period specified by the Purchasing Manager | <ul style="list-style-type: none"> <li>• Response rejected</li> </ul>                                                                                            |
| 13. | Any other Major irregularity                                                                                                                           | <ul style="list-style-type: none"> <li>• Response rejected</li> </ul>                                                                                            |
| 14. | Any other Minor irregularity                                                                                                                           | <ul style="list-style-type: none"> <li>• May be waived at discretion of Purchasing Manager, responsible CLT Member and City Solicitor, acting jointly</li> </ul> |

## Schedule "C" – Minimum Insurance Requirements

| AGREEMENT/EVENT TYPE               | MINIMUM INSURANCE REQUIREMENTS                                                                                                                           |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Encroachment Agreement             | <p>\$2 million general liability for partially exempt and residential properties</p> <p>\$5 million general liability for non-residential properties</p> |
| Subdivision Agreement              | <p>\$5 million general liability</p> <p>\$5 million environmental pollution liability</p> <p>\$2 million auto liability</p>                              |
| Consultant Agreement               | <p>\$2 million general liability</p> <p>\$2 million professional errors and omissions liability</p> <p>\$2 million auto liability</p>                    |
| Oversize/Overweight Load Agreement | <p>\$5 million general liability</p> <p>\$2 million auto liability</p>                                                                                   |

|                                                                       |                                                                     |
|-----------------------------------------------------------------------|---------------------------------------------------------------------|
| Agreements of a general nature for provision of goods and/or services | \$2 million general liability                                       |
| Leases                                                                | \$2 million general liability<br>\$300,000 tenant's legal liability |
| Builder's Risk Insurance                                              | Replacement cost of project, plus HST                               |
| Events involving alcohol or fireworks                                 | \$5 million general liability                                       |
| Other matters not specifically addressed in this Schedule             | As determined by the City Solicitor                                 |

The insurance requirements in this Schedule "C" are minimum requirements only, and the City Solicitor has the authority to add, modify or waive insurance requirements in his or her sole discretion.