Date: March 3, 2020

To: Chair and Members
Meeting Process Review Task Force

From: Joelle Daniels
Acting General Manager of Corporate Services / City Treasurer

1.0 Type of Report

Consent Item [ ]
Item For Consideration [X]

2.0 Topic

Proposed Amendments to Purchasing Policy (Corporate Policy – 012) and Execution of Routine Documents Policy (Corporate Policy 010) [Financial Impact – None]

3.0 Recommendation

A. THAT Report 2020-64 entitled “Proposed Amendments to Purchasing Policy (Corporate Policy – 012) and Execution of Routine Documents Policy (Corporate Policy 010)” be RECEIVED; and

B. THAT the necessary by-laws to:
   i. repeal by-law 91-2018, being a by-law for the Purchasing Policy,
   ii. enact a revised Purchasing Policy as outlined in Schedule “A” of Report 2020-64,
   iii. amend Appendix “A” of By-law 70-2010, being a By-law to Adopt various City of Brantford Policies and to create a Corporate Policy Manual, by repealing Corporate Policy – 010 – Execution of Routine Documents and replacing with a new Corporate Policy –
010 – Delegation of Authority as attached to Report 2020-64 and marked as Schedule “C”,

iv. enact a revised Delegation of Authority by-law,

v. repeal By-laws 62-2012, 73-2012, 126-2013, 61-2014, 66-2016 and 78-2018 that relate to the Execution of Routine Documents By-law and Corporate Policy – 010; and

vi. amend Chapter 15 of the City of Brantford Municipal Code (Procedure By-law) by repealing Article 16 – Delegation, which will now form part of the new Corporate Policy – 010 – Delegation of Authority

BE PRESENTED to Council for adoption; and

C. THAT upon adoption of the By-law referenced in Clause B above, the Clerk BE DIRECTED to update the Corporate Policy Manual to reflect these changes.

4.0 Purpose and Overview

The purpose of this report is to present proposed amendments to the Purchasing Policy (Corporate Policy-012) and to the Execution of Routine Documents Policy (Corporate Policy-010) for Council’s consideration. This report is intended to provide an overview of the specific areas of the Policies with recommended amendments, as Council last approved changes to the Policies in 2018. Since that time staff have identified areas where changes are required. The reasons for the proposed amendments are outlined in further detail in the Analysis Section of this Report.

The two policies are being presented together due to the overlap of purchasing related delegated authority. At present, the authority is echoed in both policies. Moving forward staff is recommending that the delegation of authority related to purchasing is kept exclusively in the Purchasing Policy, to avoid duplication and the need to amend two policies.

5.0 Background

5.1 Purchasing Policy

A Purchasing Policy, in the form of a by-law, is required to comply with section 270(1) of The Municipal Act, 2001 (The Act). The City’s Purchasing Policy provides the overall framework for proper and effective procurement
processes in the City that meet divisional operational needs, while ensuring effective financial controls and accountability. The Policy outlines:

- the process for calling of bids and awarding of contracts;
- the conditions under which goods and services can be sourced without a competitive process;
- competitive methods available;
- dispute resolution; and
- vendor performance program.

In the interest of striving to continually improve the way the City conducts business within an ever changing environment, the City periodically reviews the Policy and proposes amendments. Amendments stem from changes from applicable legislation, inquiry recommendations, an understanding of each department’s requirements, risk mitigation, and best guiding principles. Amendments ensure procurement strategies support and align with the organizational objectives of obtaining best value, services delivery, minimizing risk, and maintaining public trust.

Section 2.11 of the Purchasing Policy requires the Purchasing Officer to undertake a periodic comprehensive review of the Policy. While significant amendments were been made to the Policy in 2015, 2016 and 2018 this report recommends further amendments as part of continuous improvements and the permitting of efficiencies to allow staff the ability to “work smarter” in the daily application and compliance of the Policy.

5.2 Execution of Routine Documents - Delegation of Authority

The purpose of the delegation of authority to staff is to allow for efficient municipal operations, allowing staff to sign and approve the content of documents required to carry out municipal activities, programs and initiatives. These documents arise out of the day to day operations of the City. In keeping with the mandate of the Meeting Process Review Task Force to seek efficiencies, staff are presenting recommendations that will produce enhancements in the daily operations of the Organization.

6.0 Corporate Policy Context

The recommendations contained herein are in keeping with the legislated requirements of the Act regarding the necessary policies for procurement and
the general power to delegate, the rules that apply to a by-law delegating any of
the municipality’s powers or duties and identified restrictions.

7.0 Input From Other Sources

7.1 Purchasing Policy

Purchasing, in consultation with user departments and in conjunction with Legal Services, has undertaken a comprehensive review of the Purchasing Policy in order to recommend the proposed amendments.

7.2 Execution of Routine Documents - Delegation of Authority

Staff across the Corporation were consulted in the preparation of the revised Delegation of Authority By-law (attached to the Report and marked as Schedule “C”) including, but not limited to, the Chief Administrative Officer, the City’s Executive Leadership Team, Management Teams and Administrative Coordinators in all City’s Commissions, the Fire Chief and staff in various Departments including Legal & Real Estate Services, Clerks Services, Finance and Purchasing.

8.0 Analysis

In light of the mandate of the Meeting Process Review Task Force, staff have reviewed these two policies in order to achieve efficiencies in operations, to eliminate duplication in delegated authority in the two policies and to streamline operations.

8.1 Purchasing Policy

With respect to the Purchasing Policy, proposed amendments address the following:

i. Ensuring compliance to applicable trade agreements;

ii. Delegated authority for contract authorization has been removed from the Execution of Routine Documents (Corporate Policy - 010) and placed in the Purchasing Policy as Schedule 1 to solely reside in one policy;

iii. Permit the City to enter into contracts longer than a year and day for the acquisition of routine goods and services; authorization has been increased to a term of up to 5 years;
iv. Align the policy with ethical standards expected of staff, Elected Officials, Appointed Members and Vendors in the procurement process; amendments address:
   a) Involvement in the procurement process (staff, Elected Officials, and Appointed Members)
   b) Participation of Elected Officials and/or Appointed Members in the procurement process
   c) No Lobbying

v. Identifying an aggregate cost of a single supplier engaged as part of an Emergency procurement and when that expenditure is required to be reported to Council;

vi. Additions to Schedule 3 – Exemptions, to permit an exemption to the competitive process requirement for the following:
   a) Election materials and equipment;
   b) Health & Human Services Commission not-for-profit agreements which are fully funded by the provincial or federal government; and

vii. General non-substantive improvements to the clarity of sections without changing their overall meaning, such as the addition and removal of defined terms.

The revised Purchasing Policy is attached hereto and marked as Schedule “A”.

Details of the proposed amendments, including a redline version of the Purchasing Policy, are attached hereto and marked as Schedule “B”.

8.2 Execution of Routine Documents - Delegation of Authority

Staff is proposing amendments to various City by-laws and policies regarding delegation of powers and duties. At present, the City’s policy on the delegation of authority is contained with the City’s Procedure By-law. The City also has an Execution of Routine Documents By-law that is contained within the City’s Policy Manual. Staff are proposing a number amendments to the Execution of Routine Documents by-law and policy as outlined below.

1. Reflect recent changes regarding the organizational structure of the City (Amended Provisions)
The delegation of authority as set forth in the by-law is broken down into Schedules appended thereto. Schedule A identifies documents relating to any sector, followed by Schedules B - F that identify Commission-specific documents. Amendments to these Schedules is now required given recent changes to the organizational structure of the City which reduced the number of Commissions from five (5) to four (4) and resulted in some employees reporting through a new Commission.

2. **Expand the scope of documents already included in the Execution of Routine Documents By-law following a Commission-by-Commission review, thereby increasing the delegation of authority for the execution of certain documents without the necessity of having to obtain Council approval each time by way of a staff report to Committee (Amended Provisions)**

The Execution of Routine Documents By-law has not been reviewed in its entirety, on a Commission-by-Commission basis, since the Corporate Policy Review that was undertaken in 2010. While various amendments have been made to the by-law since 2010, they have been done on an ad hoc or as needed basis. Accordingly, Staff initiated a corporate-wide review of the by-law and met with Management Teams and Administrative Coordinators in each of the then five (5) Commissions and with the Chief Administrative Officer and Fire Chief.

During the review of the Execution of Routine Documents By-law, Staff also took into consideration the mandates of two Task Forces created by City Council – the Building Construction Process Review Task Force (Red Tape Committee) and the Meeting Process Review Task Force as they relate to a review of existing processes with the view of reporting back with recommended changes meant to improve or enhance efficiency and/or effectiveness of said processes.

Mandates of these bodies are as follows:

- Building Construction Process Review Task Force (Red Tape Committee): to **undertake a review of the City’s development processes** and to make recommendations to **improve said processes** [emphasis added];
- Meeting Process Review Task Force: to **review existing policies, by-laws and processes**, including but not limited to the City’s Procedure By-law (Chapter 15 of the City of Brantford
Municipal Code) and the Recognition Awards by Mayor and Members of City Council (Corporate-007) Policy and report back with any recommended changes meant to improve or enhance the efficiency and/or effectiveness of meetings of City Council and its Committees [emphasis added].

City Council, at its February 25, 2020 meeting, adopted the following resolution that was contained within the Meeting Process Review Task Force report:

THAT Staff BE DIRECTED to explore opportunities to remove routine items from open session agendas, where practical and possible, solutions of which may include, but are not limited to additional delegated authority to staff, Information Updates to Council, including on the Clerk’s Report on Communication, etc. and that identified opportunities be brought to Council for approval. [emphasis added].

This Report, which recommends a new by-law with additional delegated authority to staff to execute certain and specific documents, is in direct response to the above-noted direction. The amended version of the by-law which includes the proposed changes is attached hereto and marked as Schedule “C”. If adopted by City Council, staff would have the delegated authority to execute the documents identified therein without the necessity of preparing a staff report and obtaining Council approval each time such documents are to be executed.

One proposed amendment is with regard to delegated authority to execute Site Plan Agreements. The current provisions require these documents to be executed by the Mayor and Clerk on the written recommendation of the General Manager, Community Development or Director of Planning. To comply with the existing By-law requirements, Planning staff prepare a memorandum to the City Clerk recommending that the Site Plan Agreement be executed and confirm that all conditions identified within the By-law have been met. Reflecting on the mandate of the Building Construction Process Review Task Force (Red Tape Committee), staff is recommending that these documents be executed by the General Manager, Community Development or designate. Staff will still have to ensure that all conditions of the By-law have been satisfied prior to execution, but this will eliminate a non-
value added step and will result in these documents being executed faster.

3. **Delegate authority to the Chief Administrative Officer to execute most documents identified in the Execution of Routine Documents By-law (New Provisions)**

The Execution of Routine Documents By-law currently contains very few references to delegated authority to the Chief Administrative Officer to execute documents.

As the Chief Administrative Officer is responsible for directing and managing the business affairs of the Corporation in accordance with the by-laws, policies and plans established and approved by Council, staff is recommending that the Chief Administrative Officer be delegated authority to execute most documents identified in the Execution of Routine Documents By-law. The only exemptions to the authority would be in relation to those documents which require specific professional qualifications possessed by other members of staff.

4. **Address issues of business continuity and reduce turnaround time in executing documents by expressly permitting a person to whom a power, duty or function has been delegated through the by-law to further delegate said power, duty or function to another person, provided that such delegation is in writing and that all terms, conditions, pre-requisites or other conditions identified within the by-law are satisfied prior to execution (Amended Provisions)**

Currently, the Execution of Routine Documents By-law provides that documents shall only be executed by individual(s) identified in the applicable Schedule as the person or a member of the class of persons authorized to execute the document. In some cases, the by-law identifies the person “or designate”, but those provisions are not consistently applied throughout the by-law.

The Act provides that “a delegation of a power, duty or function under any by-law to any member of Municipal Staff includes a delegation to a person who is appointed by the Chief Administrative Officer or selected from time to time by the delegate to act in the capacity of the delegate in the delegate’s absence”; however “a person to whom a power, duty or function has been delegated by by-law has no authority to further
delegate to another person any power, duty or function that has been delegated, unless such sub-delegation is expressly permitted.”

The existing By-law currently does not permit the sub-delegation of a power, duty or function. To address issues of business continuity and to reduce turnaround time in executing documents specifically identified within the Execution of Routine Documents By-law, staff is proposing that the by-law be amended to expressly permit a person to whom a power, duty or function has been delegated through the Execution of Routine Documents By-law to further delegate said power, duty or function to another person, provided that such delegation is in writing and that all terms, conditions, pre-requisites or other conditions identified within the by-law are satisfied prior to execution.

5. **Remove the City’s policy regarding delegation of powers and duties from the Procedural By-law and include it in the Corporate Policy Manual with the Execution of Routine Documents By-law attached for ease of reference and amendment, as required, rather than maintaining in two separate by-laws (New Provisions)**

Currently, the City’s policy regarding the delegation of its powers and duties as required under subsection 270(1) of The Act forms Article 16 – Delegation of Chapter 15 of the City of Brantford Municipal Code (Procedure By-law), yet the Execution of Routine Documents By-law is adopted as a separate by-law. Staff is recommending that the City’s policy regarding the delegation of powers and duties be removed from the Procedural By-law and inserted into the Corporate Policy Manual with the Execution of Routine Documents By-law attached to the Policy for ease of reference and amendment, as required. The City is required to have both a policy and a by-law in relation to the delegation of authority, and the proposed changes will comply with the Act, while streamlining the location of these documents into one separate policy and one by-law.

6. **To change the name of the by-law to reflect the purpose of the by-law (Amended Provision)**

The name “Execution of Routine Documents” does not fully capture the intent and purpose of the by-law, which is to provide delegated authority to complete the tasks identified in the by-law. While one of the purposes of the by-law is to identify the person responsible for
signing the document identified, other purposes include approving the content of the document identified, the accuracy of the information contained within the document and ensuring that the pre-requisites to signing have been achieved. It is important for those signing documents to understand the nature of the document, and the obligations imposed by the document that they are signing. As such, staff are recommending that the by-law be re-titled the “Delegation of Authority by-law”, as a more accurate reflection of its intention.

9.0 Financial Implications

This report has no immediate direct financial impact however, the Purchasing Policy does have a fundamental impact and influence on every procurement decision made by the City. The amendments proposed to the Purchasing Policy will enhance the City’s objectives of obtaining the best value from its purchasing decisions.

Similarly, the Delegation of Authority By-law provides efficiencies and a streamlined operational approach that will save staff time and Committee time in dealing with operational matters related to the City’s programming, actions and initiatives.

10.0 Conclusion

The Purchasing Policy provides a clear and concise document that encourages the best possible procurement of goods, services and construction. It highlights the ethics and prohibitions needed to ensure effective procurement. It establishes the guiding principles needed to achieve maximum economy, efficiency and effectiveness in public procurement. Acceptance of the proposed amendments will support the City in ensuring its procurement practices remain open, fair, transparent and accountable.

If adopted by City Council, amendments will be made to the City’s policy regarding delegation of powers and duties required by subsection 270(1) of the Act and to the Delegation of Authority By-law resulting in increased delegation of authority to staff to execute routine documents with greater flexibility and reduced turnaround time.
Attachments:

Schedule A – Revised Purchasing Policy

Schedule B – Proposed Amendments and Redline Version of the Purchasing Policy

Schedule C – Proposed Delegation of Authority Policy and By-law

Copy to:

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required [X] yes [ ] no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk [ ] yes [X] no

Is the necessary by-law or agreement being sent concurrently to Council? [X] yes [ ] no
POLICY NUMBER: CORPORATE-012

SUBJECT: PURCHASING POLICY

POLICY STATEMENT: (Purpose/Objective)

The goals of the Purchasing Policy are as follows:

a) To ensure openness, accountability and transparency while protecting the financial best interest of the City of Brantford;

b) To encourage competitive bidding for the Acquisition and disposal of Goods and Services where practicable;

c) To ensure fair treatment and respectful business practice to all Vendors;

d) To obtain efficiencies where possible by maximizing buying power through economies of scale and participating in cooperative and Group Purchasing Organizations.

RELATED POLICY PROCEDURES/GUIDELINES:

By-law XX – Purchasing Policy (Corporate -012)

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CHAPTER 1
INTERPRETATION

1.01 Statement of Principle

The Ontario Municipal Act, 2001 requires every municipality to have a policy with respect to its Procurement of Goods and Services. This Policy is intended to fulfill that requirement.

The City will endeavor to achieve the best value in its commercial transactions and has determined as a matter of policy that the Lowest Overall Cost for the taxpayer is most often received when competitive Acquisition processes are used. For that reason, competitive Acquisition will be the general rule and will be departed from only in accordance with specific exemptions set forth in this Policy.

1.02 Goals of the Policy

The goals of this Policy are as follows:

(a) To ensure openness, accountability and transparency while protecting the financial best interest of the City of Brantford;

(b) To encourage competitive bidding for the Acquisition and disposal of Goods and Services where practicable;

(c) To ensure fair treatment and respectful business practice to all Vendors;

(d) To obtain efficiencies where possible by maximizing buying power through economies of scale and participating in cooperative and Group Purchasing Organizations.

1.03 Application of Policy

(a) This Policy is subject to all applicable trade agreements.

(b) Acquisition of Goods and Services by Department Staff and City officials shall be in accordance with this Policy and not otherwise. No member of Council or City employee shall have the right to Acquire Goods and Services or to otherwise bind the City in respect of the Acquisition of Goods and Services, except in accordance with this Policy.

(c) If the staff of the City's purchasing division provide assistance to any local Board or any subsidiary of the City to Acquire Goods and Services, such assistance shall only be provided if such local Board or subsidiary complies with this Policy with necessary changes. The requirement to comply with this Policy is subject to the terms of any contract with the local Board or subsidiary.
(d) This Policy shall apply to the Acquisition of all Goods and Services by the City, except for the exemptions set forth in Schedule 3. The Acquisition of the Goods and Services listed and described in Schedule 3 shall not be subject to the requirements of this Policy, but may be subject to other policies or requirements enacted from time to time by the municipal Council of the City.

(e) The rule in (c) is not intended to limit the independence of any local Board or subsidiary of the City.

1.04 Incorporation of Policy into Solicitations

The requirements of this Policy shall be incorporated by reference into all Solicitations for Goods and Services Acquired by the Purchasing Division of the City of Brantford.

1.05 Delegation

A member of City staff, or an employee(s) in an identified City position(s) who, by this Policy, is granted authority to make decisions, or perform actions (a “Decision Maker”), is also hereby granted authority to delegate such authority to subordinate staff (a “Delegate”). Such Decision Maker may limit such authority granted to a Delegate by such terms that the Decision Maker considers reasonable in the circumstances.

1.06 Definitions

In this Policy,

“Acquisition” and “Procurement” means obtaining of Goods and Services by purchase, lease, rental, and other methods; and “Acquire” and “Procure” have similar meanings.

“Appointed Member” means a member appointed by City, Council a board, advisory committee, sub-committee or task force, each as defined in Section 1.0 (Definitions) of Corporate Policy - 028 (Appointment of Citizen Members to City of Brantford Boards, Advisory Committees, Task Forces and Other Committees to which Council Makes Appointments).

“Award” means the issuance of a Notice of Intent or purchase order to a selected Vendor.

“Board” means a body that governs, manages or operates.

“CAO” means the City’s Chief Administrative Officer.

“City” means The Corporation of the City of Brantford.
“Council” means the City’s legislative body, being composed of the mayor and councilors who were elected in the City’s last municipal election.

“Department Staff” or “Operating Department Staff” means staff of the City department for which Goods and Services are being Acquired.

“Elected Official” means a member of City Council.

“Electronic Bidding System” means the online system by which the City conducts Request for Tenders and may conduct other Solicitations.

“Emergency” means that Council, the CAO, or the applicable General Manager has determined that there is an unforeseeable or impending situation requiring immediate Procurement in order to: (i) maintain sufficient levels of required Goods and Services; (ii) prevent or mitigate danger to life, health, or property; or (iii) avoid a substantial or significant interference with City municipal operations.

“Estimated Value” means the estimated amount (excluding taxes) for budget or planning purposes which will be required to Acquire Goods and Services; and which amount may be higher, lower or equal to the actual cost of Acquisition. For greater certainty, when a multi-year contract is to be Awarded, the Estimated Value for such multi-year contracts is the estimated amount to be paid for the Goods and Services over the entire contract, and is not limited to the amount which may be payable in any particular budget year.

“Goods” means tangible objects of all kinds, including but not limited to supplies, materials, and equipment.

“Group Purchasing Organization” or “GPO” means a cooperative public purchasing organization established with the specific purpose of reducing Procurement costs as a result of aggregated volumes and obtain ready-to-use, competitively solicited contracts which may be used by third-parties.

“Lowest Overall Cost” means the Acquisition cost contained in a Responsive Submission which is, after the evaluation factors set forth in the Solicitation are taken into account (such as price, quality, life cycle costs, environmental factors, and other terms, conditions, and circumstances of the Acquisition) which is the lowest in comparison to other Responsive Submissions received as part of the Solicitation.

“Non-Competitive Acquisition” means Procurement which does not include any competitive process, and without limiting the generality of the foregoing, includes Procurement through negotiation, a Sole Source, and standardized product lists approved by Council.
“Option to Buy” means the right to Acquire Goods upon stated terms, most often but not exclusively encountered in the context of rental, lease (but not a financing lease), or hire-purchase agreements.

“Policy” means this purchasing policy.

“Purchasing Officer” means the person so designated by the Treasurer of the City from time to time and shall be synonymous with “Manager of Purchasing”.

“Responsive” means that a Submission contains each and every element required by the Solicitation, and otherwise fully complies with the requirements of the Solicitation and this Policy.

“Request for Expressions of Interest” means a general market research tool to determine Vendor interest in a proposed Procurement. It is used prior to issuing another Solicitation and is not intended to result in the Award of a contract.

“Request for Proposals” means a non-binding competitive Procurement process for obtaining unique proposals designed to resolve an issue as set out in terms of reference.

“Request for Quotations” means a non-binding competitive Procurement process for obtaining bids based on defined requirements for which fixed or calculated price will be paid.

“Request for Supplier Qualifications” means a Solicitation process for screening potential Vendors through such attributes as experience, financial strength, education, or other pertinent considerations, in order to establish a list of qualified Vendors who may then be invited to provide a Submission, or who may be hired on a rotational or “best fit” basis to fulfill specific requirements.

“Request for Tenders” means a binding competitive Procurement process for obtaining defined requirements for which a clear or single solution exists.

“Services” means intangible activities which are performed in order to deliver an outcome, including without limitation, labour, construction, maintenance and professional and consulting services.

“Sole Source” is a form of Non-Competitive Acquisition, whereby Goods or Services are Acquired from a specific Vendor.

“Solicitation” means any and all forms of requests, inquiries, or other exploration of options for the Acquisition of Goods and Services by the City, including but not limited to Requests for Tenders, Requests for Quotations, Requests for Proposals, Requests for Supplier Qualifications, requests for information, and Requests for Expressions of Interest.
“Submission” means any and all offers, bids, or other responses to a Solicitation.

“Surplus” means City Goods which, through obsolescence or other reason, are no longer required or wanted by the primary operating department which utilized or otherwise benefitted from the Goods.

“Two Envelope Method” means a Procurement process in which a Submission is submitted into two separate electronic folders through the Electronic Bidding System. The technical and qualitative information is submitted in the first folder and the price information is provided in the second folder. The second folder is considered in the evaluation process only if the first folder shows the Vendor to be qualified in accordance with the requirements of the Solicitation.

“Vendor” means a seller or supplier of Goods and Services.

“Working Days” means days on which the main municipal offices of the City are open for business.

“Unsolicited Proposal” means an offer to supply Goods and Services to the City that has not been preceded by the issuance of a Solicitation.

1.07 Interpretation

The interpretation of this Policy shall be governed by the following:

(a) **Headings** The division of this Agreement into articles and sections, schedules, and other subdivisions are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.

(b) **Singular, Gender** Words importing the singular number include the plural and *vice versa*. Words using the current tense include the past and future and words using the past or future tense include the current tense. Words importing the masculine gender include the feminine and neuter genders, and words importing persons include firms and corporations and *vice versa*.

(c) **Including** Wherever the words “include”, “includes” or “including” are used in this Policy, they are deemed to be followed by the words “without limitation” and the words following “include”, “includes”, or “including” are not considered to set forth an exhaustive list.
CHAPTER 2
GENERAL MATTERS

2.01 No Local Preference

(a) The City will not impose or consider, in the evaluation of bids or Award of contracts, local content or other economic benefits criteria that are primarily designed to favour the Goods and Services of a particular country, province or region. However, nothing in the foregoing will prohibit the imposition of bona fide project requirements, including but not limited to geographic response time requirements.

(b) All Procurement processes are to be conducted so as not to unduly exclude local Vendors while at the same time: (i) maintaining the duty to be fair, open, and transparent to all Vendors; and (ii) remaining in compliance with applicable trade agreements.

2.02 Co-operative Purchasing Arrangements

(a) The Purchasing Officer may make cooperative purchasing arrangements with other municipalities or public authorities under which particular varieties of Goods and Services may be Acquired at a lower overall cost than the City might otherwise achieve if it acted independently.

(b) Because the cooperative arrangements may require the cooperation of multiple organizations with differing purchasing procedures, deviations from the requirements of this Policy are permitted in such cooperative arrangements provided that the principles set forth in Chapter 1 are fully respected.

(c) Where the Purchasing Officer has effected cooperative purchasing arrangements in accordance with this section, Department Staff shall Acquire the particular varieties of Goods and Services in accordance with such cooperative arrangements and not otherwise. The Purchasing Officer shall be permitted to authorize exceptions from the foregoing in extenuating circumstances.

(d) The City will not piggyback on third party agreements.

2.03 Acquisition of Goods and Services from other Government Bodies or Group Purchasing Organizations (GPO)

(a) The City may Acquire Goods and Services from federal, provincial or municipal body, ministry, agency, board, corporation or authority or in the case of Provincial and Federal Standing Agreements, or other competitive GPO’s. The City may take advantage of these opportunities if they are deemed to be in the best interest of the City, as determined by the Purchasing Officer.
2.04 General Supply Contracts

(a) Where the Purchasing Officer perceives continuing common needs for particular Goods and Services in multiple departments within the municipality, he or she may issue Solicitations for the general supply of the needs of all departments of the municipality for such particular Goods and Services.

(b) Where a contract for the general supply of the needs of multiple departments of the municipality for particular Goods and Services has been Awarded in accordance with (a) above, Operating Department Staff shall Acquire the particular varieties of Goods and Services in accordance with such cooperative arrangements and not otherwise. The Purchasing Officer shall be permitted to authorize exceptions from the foregoing in extenuating circumstances.

2.05 General Ability of Council to Overrule Procedural Requirements

(a) Council may overrule any requirement of this Policy on a transaction-specific basis by way of a Council resolution.

(b) The elimination of any requirement of this Policy on a general or continuing basis must be approved through a By-law which amends this Policy.

2.06 Forms, Contracts and Documents

(a) The Purchasing Officer may develop or adopt standard forms of contracts, Solicitations and other documents to be used in conjunction with Acquisitions, if such standard forms are approved by the City Solicitor.

(b) Where the Purchasing Officer has developed a standard form in accordance with (a) above, Operating Department Staff shall Acquire the particular varieties of Goods and Services in accordance with standard forms and not otherwise, provided that the Purchasing Officer may authorize or draft minor variations therefrom as necessary.

2.07 Execution of Contracts and Documents

(a) The execution of contracts and documents in connection with Acquisitions must be in accordance with this Policy. It is a serious contravention of this Policy for any employee to execute a contract or other document in connection with a Solicitation if the execution of such contract or other document is not in accordance with the requirements of this Policy. Notwithstanding the foregoing, this requirement does not limit, restrict, or otherwise negatively impact any other authority which is granted by Council.

(b) Employees are responsible for determining whether or not they have authority to execute documents on behalf of the City in accordance with the foregoing.
2.08 Disposal of Surplus Goods and Equipment

(a) Except where otherwise required by Council for specific varieties of Goods and Services, Surplus Goods shall be disposed of by the Purchasing Officer in accordance with this Policy.

(b) Surplus Goods shall be disposed of by any one of the following methods, ranked in order of preference as follows:

(i) Given to another operating department within the City administration or subsidiary company which has a use for the Surplus Goods;

(ii) Traded in as part of a replacement purchase;

(iii) Sold by a competitive public offering process or auction;

(iv) Offered or donated to other public or non-profit agencies; or

(v) Disposal of the Surplus Goods by transportation to the City’s landfill site, recycling site or other appropriate disposal facility.

2.09 Persons with Disabilities

(a) Department Staff shall consider and have regard to disability accessibility issues as they may reasonably pertain to Acquisitions. Without limiting the generality of the foregoing, Department Staff shall comply with the requirements of the Integrated Accessibility Standards (O. Reg. 191/11), the City’s Municipal Accessibility Plan, and the City of Brantford’s Facility Accessibility Design Standards (“FADS”). All new and renovated City owned facilities shall be designed to meet or exceed the City of Brantford’s FADS and comply with legislation concerning people with disabilities.

(b) Acquisition Contracts shall include the following elements:

(i) that the Vendor shall comply with the Integrated Accessibility Standards (O. Reg. 191/11) and their relation to the Human Rights Code;

(ii) that the Vendor shall ensure that its employees are trained on providing accessible customer Services. Any training or training resources must conform to the legislated requirements under the Act; and

(iii) that the Vendor shall maintain records of the training, including dates when training was provided, the number of employees who received training and individual training records. Where requested by the City, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures, to the City.

2.10 In-House Bids
Unless specifically approved by Council, City staff (or collection thereof, including unions) and Boards are prohibited from providing Submissions. Any such Submission shall be deemed to not be Responsive.

For purposes of clarity, nothing in this section prohibits the City’s ability to use internal forces or forces of Boards when a Solicitation has not been issued or is no longer in effect.

2.11  Review of this Policy

This Policy shall be reviewed and revised on a periodic basis. It is anticipated that the reviews will be conducted every five years or more frequently, as required.

2.12  Environmental Procurement

Department Staff shall consider whether it is feasible to incorporate environmental considerations into Solicitations.

2.13  Financing Leases

In addition to the requirements of this Policy, the Acquisitions through financing leases shall be performed in accordance with the requirements of Finance Policy No. 006.

2.14  Unsolicited Proposals

(a) Unsolicited Proposals received by the City shall be reviewed by the Purchasing Officer and the applicable General Manager to determine if the proposal warrants consideration.

(b) Any Unsolicited Proposal shall not be considered if:

   (i) It resembles a current or upcoming competitive Procurement process that has or will be requested;

   (ii) It requires substantial assistance from the City to complete the proposal;

   (iii) The Goods and Services are readily available from other sources; or

   (iv) It is not deemed by the General Manager to be of sufficient value to the City.

(c) Any Unsolicited Proposal warranting execution shall be either Procured through a Solicitation as per Schedule 1 or require Council approval to Award as a Sole Source.

(d) Where a Solicitation is undertaken as a result of an Unsolicited Proposal, the Vendor who submitted the Unsolicited Proposal shall not be precluded from participating in the Procurement process.
2.15 **Mandatory Consultation**

Solicitations involving:

(a) project management for municipal building assets, municipal accessibility plan initiatives, and security initiatives may only be issued if there has been prior consultation with the Facilities Management & Security Department; and

(b) information technology and office automation Acquisitions or communications Services may only be issued if there has been prior consultation with the Information Technology Services Department.

2.16 **Dispute Resolution**

In the event any Vendor involved in a Procurement process with the City presents a dispute in regards to that process, the following dispute resolution process shall be followed:

(a) The Vendor identifying the dispute shall be required to state the nature of the dispute in writing, giving full details and history of the events leading to the dispute claim, addressed to the Purchasing Officer.

(b) The Award of any contract shall not be rescinded nor the progress of any project be delayed by a request for dispute resolution unless recommended by the applicable General Manager involved in the Procurement of the Good or Service and the Purchasing Officer.

(c) Upon receiving the dispute claim, a bid debriefing will take place with the Purchasing Officer, the purchasing staff member assigned to that Procurement file and any City staff member involved in the Procurement process and up to 2 representatives of the Vendor. The Purchasing Officer shall convene the meeting between the parties within fourteen (14) days of the receipt of the dispute claim or as reasonable thereafter in the opinion of the Purchasing Officer. The debriefing session will be structured so as to provide assistance to the Vendor to both understand the Procurement process that occurred and to assist them in improving their future bids to the City.

(d) Should the debriefing session fail to satisfy the Vendor, the Vendor may request a further meeting with the applicable General Manager of the Operating Department Staff and the Purchasing Officer. This request must be addressed to the Purchasing Officer and received in writing within fourteen (14) days of the meeting described in section (c). The Purchasing Officer shall convene the meeting between the parties.
(e) In the event that a Vendor remains dissatisfied and wishes to advance the dispute claim, the Purchasing Officer shall advise the Vendor that the matter is being referred to the City Solicitor. The dispute claim shall then be handled by the City Solicitor or their designate.
3.01 Purchasing Thresholds and Delegated Authority

(a) Subject to (i) the exemptions identified in section 4.02 and Schedule 1; and (ii) contracts to be Awarded by Council pursuant to section 7.01; all Acquisitions shall be in accordance with the methods set forth in Schedule 1, and not otherwise.

(b) Authority to Award and sign agreements is hereby granted to the persons set out in Schedule 1, subject to the following:

(i) The value of the agreement is either:
   A. Based on an annual amount, in the case of an operational Acquisition;
   B. Based on a project amount, in the case of a capital Acquisition; or
   C. Meets the requirements for a multi-year agreement, as set out in section (c);

(ii) Acquisitions have either received an allocation of funding through Council adoption of an Estimates Committee report of other approved decision of Council prior to expenditure (which may include, but is not limited, to pre-approvals or the approved budget);

(iii) Sufficient funds are available in an appropriate account(s), in consideration of the approved funding source, after accounting for all other obligations (Contractual, statutory or otherwise) being funded from such account; AND

(iv) Meets all conditions of Council approval.

(c) Where the Goods and Services are routinely Acquired or leased on a multi-year basis, the exercise of authority to Award a contract is subject to:

(i) The requirement that the Goods and Services will continue to exist in subsequent years and, in the opinion of the City Treasurer, the required funding can reasonably be expected to be made available; AND

(ii) The Agreement contains a provision that the supply of Goods and Services in subsequent years is subject to Council approval of the department’s estimates which meets or exceeds the Estimated Value.
3.02 Interpretation

The permitted methods of Acquisition defined in Schedule 1 are minimum standards. Although Schedule 1 indicates that the allowed methods of Acquisition shall become progressively more formal as the Estimated Value increases, Department Staff may choose to use more formal methods of Acquisition than are specified as minimum standards in Schedule 1.

3.03 Procedures

(a) The Purchasing Officer may make written procedures from time to time consistent with the requirements of this Policy to reflect best purchasing and Acquisition practices. Without limiting the generality of the foregoing, such procedures may include rules for issuance of Solicitations, receipt of Submissions, the creation and drafting of specifications for Solicitations, advertising, deposit requirements, prequalification processes, breaking ties between identical Submissions, calculating the Estimated Value of Goods and Services, minimum standards for performance security, and the opening procedures for Solicitations.

(b) Where the Purchasing Officer has developed procedures in accordance with (a) above, Department Staff shall follow such procedures.

3.04 Special Provisions for Emergencies

Notwithstanding anything contained in this Policy, in the case of an Emergency, the following rules shall apply:

(a) When an Emergency occurs, the provisions of Schedule 1 shall be read in conjunction with this section and section 4.02(d).

(b) Notwithstanding that Schedule 1 may, in certain circumstances, require Council approval it shall not be necessary to obtain Council approval where the Acquisition is required to address an Emergency.

(c) Except for adjustments pursuant to (a) and section 4.02(d), all other terms and requirements of this Policy shall continue to apply to Emergency Acquisitions.

(d) Whenever: (i) the provisions of this section and section 4.02(d) are applied; and (ii) the aggregate costs for a single Vendor are in excess of $50,000, the Emergency Procurement shall be reported to Council by the applicable General Manager as soon as practicable thereafter detailing the circumstances of the Emergency, the details of the Emergency Acquisition, and all other pertinent details.

3.05 Request for Supplier Qualifications (RFSQ) Process
(a) The purpose of a Request for Supplier Qualifications (prequalification) is to ensure that each Vendor bidding to perform work for the City can demonstrate its ability to provide the necessary expertise and resources to satisfactorily complete the work required.

(b) In generating specifications for any prequalification process, the Purchasing Officer shall ensure that any Request for Supplier Qualification:

(i) includes only reasonable requirements;
(ii) does not include any unnecessary condition or restriction which would prevent an appropriate level of competition in the Solicitation; and
(iii) does not disallow the participation of Vendors who have demonstrated they are capable of performing the work.

(c) Only prequalified Vendors shall be invited to respond to a subsequent Request for Quotations, Request for Tenders, or Request for Proposals.

(d) A RFSQ may be used to form a Vendor of Record (VOR) list for a defined period of time where future projects are unknown.

(e) Nothing in (b) above shall prohibit the inclusion within any Request for Supplier Qualifications of a requirement which only permits a fixed number of candidates to advance to the next phase of a Solicitation process if the Purchasing Officer concludes that such a requirement is necessary and advisable in the circumstances. All RFSQ shall be issued through the Purchasing Division.

3.06 Consulting and Professional Services Roster

(a) It may be determined by a General Manager and Purchasing Officer that it would be beneficial to develop a roster for consulting and professional Services. The roster shall define the type of Services included as part of the process, typically segmented by consulting discipline.

(b) The Vendors demonstrating the Lowest Overall Cost shall be placed on the roster in accordance with the terms and conditions of the RFSQ. Once a roster is established, projects may be presented to firms on an invitational, rotational or “best fit” basis.

(c) The applicable Director shall ensure that, during the term of a roster, there is a reasonably equitable distribution of work among Vendors on such roster (equitable being determined by the total dollar value of the projects Awarded, but excluding work or projects which were Awarded after a Request for Quotation was completed among the Vendors on the roster).

3.07 Division of Procurement to Avoid Compliance with Policy
No Acquisition shall be separated or divided into multiple Procurements where the purpose of such separation or division is to take advantage of the reduced formality in the Procurement requirements resulting from a lower estimated cost. Related Procurements shall be combined wherever possible with a view to obtaining the Lowest Overall Cost to the taxpayer.

3.08 Prohibited Classes of Vendor

(a) The City shall not knowingly Acquire Goods and Services from any of the following:

(i) Elected Officials
(ii) individual members of City Staff, acting in their personal capacity;
(iii) Corporations or partnerships in which the individuals in (i) or (ii) hold a “controlling interest”. For purposes of the foregoing, “controlling” shall be interpreted and applied in the same manner that it is defined and applied in the Income Tax Act (Canada); or
(iv) Vendors who violate section 3.11 or a Vendor who intends or declares intent to use a subcontractor or subconsultant who has violated section 3.11.

(b) In any Solicitation which occurs by way of a Request for Quotations, Request for Tender, Request for Proposal, or Request for Supplier Qualifications, information shall be solicited which shall permit the City to determine whether the prohibition in (a) will be contravened. The Purchasing Officer shall, unless he or she has actual notice to the contrary, be entitled to rely upon any certificate or affidavit so produced; and such reliance shall be satisfaction of the requirement in section 3.08(a).

(c) Acquisitions on behalf of Boards or subsidiaries of the municipality, the requirements of (a) above shall be deemed to include members or staff having an equivalent level of the local board or subsidiary as applicable.

(d) Nothing in (a) above shall prohibit the supply of the normal functions of the office or employment of municipal staff or members of Council to the City.

3.09 Involvement in the Procurement Process

Elected Officials, Appointed Members, and City employees shall not knowingly cause or permit any action or communication to any individual in a manner which is likely to cause, or be perceived to cause, any potential Vendor to have an unfair advantage or disadvantage in obtaining a contract for the supply of Goods and Services to the City. This also includes a contract with any other municipality, local board or public body involved in an Acquisition either jointly or in cooperation with the City.

3.10 Participation of Elected Official and/or Appointed Member in the Procurement Process
(a) All Elected Officials and Appointed Members shall avoid any involvement in all Procurement processes to avoid any perceived or actual conflict of interest and reputational risk. An Elected Official or Appointed Member who receives inquiries from Vendors or potential subcontractors related to any specific Procurement shall immediately redirect those inquiries to the Purchasing Officer or the City Treasurer. This requirement does not apply to Council as a whole.

(b) Should Council establish an ad hoc body (e.g. Task Force or Steering Committee) related to a significant Procurement project, the following conditions shall apply:

- all members shall be appointed by Council; and
- the mandate of said ad hoc body shall be approved by Council and shall include reference to the ability of the ad hoc body to provide input to the Purchasing Officer or the City Treasurer only prior to the issuance of Procurement documents; and
- all input as referenced in clause (b)(ii) above shall occur at a duly constituted meeting of the ad hoc body; and
- notwithstanding the generality of section 3.10(b), Elected Officials and Appointed Members shall not:
  a. participate in any Procurement in an evaluation capacity; or function in a decision-making capacity with respect to any Award.
- the agenda for each ad hoc body shall comply with the requirements of Chapter 15 of the City of Brantford Municipal Code and shall include, as a standing item, Declaration of Conflicts of Interest; and
- all Appointed Members shall comply with the same rules that are applicable to Elected Officials pursuant to the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50 in keeping with the following principles contained therein:
  a. The importance of integrity, independence and accountability in local government decision-making.
  b. The importance of certainty in reconciling the public duties and pecuniary interests of members.
  c. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.
  d. There is a benefit to municipalities and local boards when members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations, and otherwise.

3.11 **No Lobbying**

Vendors must not engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of a Vendor. For purposes of this section 3.11, Vendor includes (potential or actual) subcontractors and subconsultants.
CHAPTER 4
NON-COMPETITIVE PROCUREMENT

4.01 General Rule

Unless permitted by a specific exception within this Policy, all Acquisitions of Goods and Services made pursuant to this Policy shall include a competitive process.

4.02 Exceptions

Non-Competitive Acquisition processes may be used for the following Acquisitions:

- Procurements under $10,000, as set forth in Schedule 1;

- a) where there is a statutory or market based monopoly; or in circumstances where the Purchasing Officer has concluded that market conditions make it impractical to use competitive Procurement processes;

- b) where the Goods are covered by an exclusive right such as a patent, copyright or exclusive licence;

- c) when, in the opinion of the Purchasing Officer, it is important to Acquire compatible Goods and Services and compatible Goods and Services are only available from a particular Vendor;

- d) when the Acquisition is necessary to respond to an Emergency and there is insufficient time to use competitive Procurement processes;

- e) In any case where Council has granted specific approval for the use of Non-Competitive Acquisition processes;

- f) In any case where Council has approved a specific standard for Goods and Services, and the approval of the standard necessarily implies that Non-Competitive Acquisition processes will be used;

- g) In any case where elsewhere within this Policy the use of Non-Competitive Acquisition processes is expressly authorized;

- h) In any case involving the Acquisition of unique historical artifacts;

- i) In any case where the Goods and Services are being Acquired from one of the City’s wholly owned subsidiaries or Boards;

- j) When no Responsive Submissions have been received and the Purchasing Officer has concluded that it would be impractical to issue a further competitive Solicitation; or
k) To permit a temporary extension of no more than six (6 months) of an existing contract that is about to expire to permit the uninterrupted supply of Goods and Services while a new Solicitation is being prepared.

l) In any case where a Non-Competitive Acquisition would be exceptionally advantageous to the City, as determined by the applicable General Manager and the Purchasing Officer, such as in the case of a bankruptcy or receivership.

m) For additional deliveries by an original Vendor of Goods and Services that were not included in the original Procurement, but where a change cannot be made for economic or technical reasons without causing significant inconvenience or substantial duplication of costs for the City, as determined by the applicable General Manager and Purchasing Officer.

n) where the current Vendor under contract has defaulted or demonstrated unsatisfactory performance and an alternate Vendor is required for the immediate supply of Goods and Services for the balance of the contract remaining or until such time that Purchasing can reasonably issue a competitive document to the market to secure a new Vendor under contract.
CHAPTER 5
ACQUISITION OF CONSULTING SERVICES

5.01 Considerations in the Engagement of Consulting Services

While price is always an important consideration in any Procurement, when consultants are being engaged by the municipality, price is very often secondary to considerations of experience and qualifications in light of the requirements of the particular project or engagement for which the consultant is being retained.

5.02 Use of Two Envelope Method

(a) When Acquiring consulting Services and where an evaluation of experience and qualifications is required, the City shall employ the Two Envelope Method and shall only consider the financial envelope containing the prices of Vendors if the technical envelope has permitted the evaluation committee to determine that the Vendor has the necessary technical and qualitative requirements to perform the consulting engagement.

(b) The evaluation committee shall be composed of the Purchasing Officer or designate and such other individuals as may be appointed thereto by the General Manager (or the CAO where applicable) responsible for the project. In addition to the other members of the committee appointed by the General Manager or CAO, the General Manager (or CAO, as the case may be) may also place himself or herself on the committee.

(c) As an alternative to the Two Envelope Method, when acquiring consulting services, the Purchasing Officer may choose to engage in a preliminary Request for Supplier Qualifications process to select not less than three qualified Vendors who shall be invited to make a Submission. In circumstances where such a choice has been made to proceed through a preliminary Request for Supplier Qualifications process, an evaluation committee composed exactly as set forth in (a) and (b) above shall be established to determine the list of qualified Vendors who shall receive an invitation.

(d) Solicitations for consulting Services shall include evaluation criteria consistent with section 1.01 of this Policy to be used in the selection process.
CHAPTER 6
SELECTION OF SUCCESSFUL VENDORS

6.01 General Rule

(a) Except in the case of a Sole Source, an Acquisition with a dollar value (excluding taxes) under $10,000, or otherwise expressly permitted under this Policy, an Award shall be made to the Vendor whose Submission contained the Lowest Overall Cost.

(b) The rule in (a) shall be read with necessary modifications when a Solicitation includes a revenue component. In such circumstances, the Vendor who has made the Responsive Submission which has the best financial impact for the City shall receive the Award.

(c) When possible, Solicitations should include specific reference to those components of the definition of Lowest Overall Cost which pertain to the competition and which will be used in the analysis of Submissions.

(d) No legal obligation regarding the Procurement of any Good or Service is created until the City and the selected Vendor have entered into a written contract for the deliverables.

6.02 Exceptions

Notwithstanding section 6.01, an Award may be granted to a Vendor whose Submission did not contain the Lowest Overall Cost, in the following circumstances:

(a) When there has been a documented failure of the Vendor to provide appropriate performance in past Procurements with the City; and the Purchasing Officer gave notice to the Vendor at the time of the non-performance that the Vendor’s default or unsatisfactory performance would be taken into account in future competitions involving the Vendor;

(b) When considering proposals submitted in response to a Request for Proposals;

(c) When there are litigious circumstances as set forth in Section 6.04; and

(d) In Solicitations for consulting Services as set forth in Chapter 5.

6.03 In the Event of a Tie

(a) In the unlikely event that two or more identical bid Responsive Submissions are received in response to a Solicitation, the Purchasing Officer will offer an opportunity for Vendors to submit a revised Submission. Should a tie persist, the following factors will be considered:
(i) Payment discount;

(ii) When delivery is an important factor, the Vendor offering the best delivery date is given preference; and

(iii) a Vendor with an overall satisfactory performance record shall be given preference over a Vendor with no previous experience with the City who shall be given preference over a Vendor known to have an unsatisfactory performance record with the City.

If the considerations above do not break the tie, the Purchasing Officer shall determine the successful Vendor by means of a coin toss in the presence of the Vendors that submitted the identical bid prices. The outcome of the tie breaking method is final.

6.04 Litigation Exclusion Provision

(a) The City, acting through the City Treasurer in consultation with the City Solicitor, may, in its absolute discretion, reject a Submission submitted by a Vendor if the City is engaged in legal action against the Vendor, or if the Vendor or any officer or director of the Vendor is engaged, either directly or indirectly through a corporation or personally, in a legal action against the City, its elected representatives, appointed officers, or employees, in relation to:

(i) any other related contract or Services; or

(ii) any matter arising from the City’s exercise of its powers, duties, or functions.

(b) In determining whether or not to reject a Submission under this clause, the City Treasurer and the City Solicitor will consider whether:

(i) the litigation is likely to adversely affect the Vendor’s ability to work with the City, its consultants and representatives; or

(ii) the City’s experience with the Vendor indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is Awarded to the Vendor; or

(iii) the Vendor has been convicted of a criminal act against the City or one of its local boards or corporations; or

(iv) the Vendor has failed to satisfy an outstanding debt to the City or one of its Boards or subsidiaries; or

(v) there are reasonable grounds to believe it would not be in the best interests of the City to enter into a contract with the Vendor.
(c) The Purchasing Officer is to advise Council by way of a memorandum when the City Treasurer intends to exercise his or her discretion to reject a Submission in accordance with subsection (a).
CHAPTER 7
PROCUREMENTS WHICH MUST BE AWARDED BY COUNCIL

7.01 Contracts Which Must Be Awarded by Council

Despite the contents of Schedule 1 or any other requirement of this Policy, the following contracts shall be Awarded by Council and not staff:

(a) Contracts for the Acquisition of Goods and Services which have a term greater than 5 years and a day (including any rights of extension or renewal);

(b) Contracts which have not received funding either through Council adoption of an Estimates Committee report or other decision of Council;

(c) Non-Competitive Acquisitions $100,000 or over; or

(d) As directed by the Purchasing Officer.
8.01 Introduction

(a) Acquisitions are sometimes complicated by the happening of events and circumstances which are either entirely unforeseen or are foreseen with greater or lesser degrees of probability.

(b) The purpose of this Chapter is to make provision for the treatment of some of the more common examples of the foregoing. It is not intended to provide an exhaustive description of all possibilities.

8.02 Submissions Exceed Budget

In the event that all Responsive Submissions exceed the funds available for the completion of the project, the City may pursue the following options:

(a) The City may add funds to those already allocated to the project so that there are sufficient funds to permit an Award;

(b) All Submissions may be rejected and the City may cancel the Solicitation and abandon the Procurement;

(c) All Submissions may be rejected and the City may engage in a further Solicitation, either with amendments; or without amendments and a reasonable delay in time from the preceding Solicitation. Before proceeding to engage in a further Solicitation which does not include any significant amendment from the preceding Solicitation, the Purchasing Officer shall consider whether any unfair advantage will be obtained by any person by so proceeding, and the Purchasing Officer shall consult with the City Solicitor with respect to same; or

(d) If the Submission with the Lowest Overall Cost is within 20% of the available funds (excluding HST), the City may negotiate with the Vendor who’s Submission contained the Lowest Overall Cost in an attempt to achieve the Acquisition at a price which fits within the available funds. The City may proceed to negotiate with the Vendor who submitted the Submission with the next Lowest Overall Cost in the event that negotiations are unsuccessful, and so on until the City is able to negotiate a price or the City chooses to abandon the process and reject all Submissions. For purposes of the foregoing, negotiation may include minor adjustments in the specifications of the Goods and Services to be Acquired, and the minor adjustment of other obligations of the parties.
8.03 Additional Costs Encountered During Completion of Contract or Project

(a) Whenever any Acquisition has been authorized pursuant to this Policy, the responsible Operating Department Staff may authorize the disbursement of additional funds to complete the Acquisition where unexpected contingencies have arisen for which no or insufficient provision has been made, provided that:

(i) the additional funds are required in order to complete the work set out in the original contract;

(ii) there are sufficient funds in the applicable department budget to pay the additional funds; and

(iii) a contrary intention was not expressed in the original Council approval.

(b) If the rules in (a) are insufficient to provide the additional funds required to complete the work set out in the original contract, a further approval shall be required in respect of the funds, obtained as follows:

(i) if the contract was originally approved by Council, the additional funds required to complete the work shall be requested from Council; or

(ii) if the contract was originally approved by Staff, and additional funds remain in the budget, such funds shall be requested from the applicable General Manager; or

(iii) if the contract was originally approved by Staff and additional funds are not available in the budget, the additional funds shall be requested from Council.

8.04 Application of Amounts Set Aside as a Contingency

(a) Department Staff are encouraged to make reasonable provision for probable contingencies in the development of the Estimated Value, the specifications, and the contract documents for Acquisitions.

(b) The expenditure of any related contingency or allowance shall be a normal part of the administration of the contract for all purposes of this Policy.

(c) A contingency of up to 10% of the total contract amount may be added to the purchase order for a project contingency dependent on the availability of sufficient funds in the appropriate accounts as approved by City Council.
9.01 General Rule

Citizens of the City and other interested members of the public are generally entitled to know the manner in which the municipality expends funds.

9.02 Application of Rule

All information in relation to Solicitations and prices paid for Goods and Services may be disclosed to the public in accordance with Municipal Freedom of Information and Protection of Privacy Act.

9.03 Integrity

Without limiting the application of the confidentiality provisions of the Municipal Freedom of Information and Protection of Privacy Act or the requirements of the Code of Conduct, no employee shall share confidential information with any potential Vendor which would cause that potential Vendor to gain an unfair advantage or to suffer any disadvantage in a competitive process for the supply of Goods and Services to the municipality.

9.04 Notice of Collection of Personal Information under this Policy

The Municipal Freedom of Information and Protection of Privacy Act makes public bodies accountable to the public and protects personal privacy. The privacy legislation stipulates a right of access to records held by public bodies and regulates how public bodies manage personal information. Personal Information, as defined in the Municipal Freedom of Information and Protection of Privacy Act, is collected pursuant to sections 2, 4, 8, 9, 10 and 270 of the Municipal Act, 2001, and may be used for (i) execution of various functions of the City; (ii) administration of contracts or relationships between the City and its employees, suppliers, service providers, contractors, partners, and other; (iii) to contact bidders, suppliers, service providers, contractors, partners and others; (iv) City's insurance purposes (including defense of claims); (v) collation of group and meta data); (vi) assessment of the City’s Purchasing and Procurement bylaws, policies, practices, and procedures; and (vii) as otherwise permitted by law. Questions about such collection should be directed to:

Purchasing Officer  
The Corporation of the City of Brantford  
100 Wellington Square, PO Box 818  
Brantford, Ontario N3T 5R7  
P: 519.759.4150  
Email: purchasing@brantford.ca
10.01 Recognition of Issue

The City recognizes that Submissions presented in response to Solicitations may, from time to time, contain errors, not all of which shall be fatal to the consideration of the Submission. The purpose of this Chapter is to define the consequences of certain common errors in Submissions.

10.02 Consequence of Errors in Non-Binding Acquisitions

In the event of an error or irregularity in a Non-Binding Acquisition, the Purchasing Officer will determine whether the error or irregularity may be corrected by the Vendor, after giving consideration to factors the Purchasing Officer deems appropriate, but which shall include: (a) fairness to other Vendors; (b) integrity of the process; (c) best practices; and (d) applicable law.

10.03 Consequences of Specific Varieties of Errors in Request for Tenders Submissions

Schedule 2 is a list of some errors or irregularities in the submission of a binding Solicitation to the municipality and the consequences associated with each such error or irregularity. Errors or irregularities which are capable of being corrected and have been corrected in accordance with Schedule 2 shall not prevent a Submission from being classified as “Responsive” for purposes of this Policy. Schedule 2 is not intended to provide an exhaustive description of all possibilities.
CHAPTER 11
ENFORCEMENT

11.01 Role of Purchasing Officer

(a) The Purchasing Officer shall monitor and direct compliance with this Policy.

(b) The Purchasing Officer may report transgressions of this Policy directly to Council, the CAO, the City Treasurer, or such other management staff of the City who may seem appropriate to him or her in the circumstances.

(c) It is the intention that in reporting transgressions pursuant to (b) above, the Purchasing Officer shall generally report to the next highest level in the management chain above the person who has committed the transgression, but the Purchasing Officer may report directly to a higher level if the consequences of the transgression appear especially significant to him or her.

(d) If reporting transgressions to the CAO or to Council pursuant to the foregoing, the Purchasing Officer shall liaise with and seek direction from the City Solicitor prior to so doing.

11.02 Independence of Purchasing Officer

(a) In fulfilling his or her role in enforcing compliance with this Policy and subject to section 11.01(d) above, the Purchasing Officer shall be independent of management structure and any inappropriate administrative or political influences.

(b) The Purchasing Officer shall otherwise be subject to usual management and administrative control and direction, including administrative control and direction regarding his or her administrative roles and responsibilities (such as the development of procedures) pursuant to this Policy.

11.03 Audit Rights

The Purchasing Officer shall have the right to examine any document or file in the possession of any Department Staff or Operating Department Staff which pertains to an Acquisition which is subject to this Policy.

11.04 Training

The Purchasing Officer shall conduct training as required to teach the requirements of this Policy.

11.05 Discipline
Breaches of this Policy by employees may be subject to disciplinary action in accordance with principles and practices enforced by the Human Resources Department.

11.06 Accountability

Staff is accountable for the decisions and actions which they take pursuant to this Policy and in the administration of contracts which have been Awarded pursuant to this Policy.
CHAPTER 12
VENDOR PERFORMANCE

12.01 Vendor Performance Program
(a) The purpose of the vendor performance program is to monitor the performance of City Vendors. It shall be a tool used by the City to hold Vendors accountable for their actions and their responsibilities under a contract with the City as well as a means to communicate to the Vendor both positive and negative demonstrated performance.

(b) The goals of the vendor performance program are:

(i) to achieve best value for taxpayer dollars;

(ii) to measure, monitor, evaluate, and report on Vendor performance;

(iii) to create an atmosphere that fosters better communication and results in improved City-Vendor relationships;

(iv) to protect the City's interest and provide transparency on what the City's expectations are, what evaluation criteria will be used to assess Vendor performance and what the outcomes will be as a result;

(v) to create a mechanism to inform future contract Awards and prevent contracting with poor performers.

12.02 Scorecard
(a) A Vendor performance scorecard ("Scorecard") shall be a tool to capture a Vendor's level of performance to the City.

(b) A Scorecard shall be completed for all contracts with a value of or in excess of $100,000.00 (not including HST). For any contracts valued less than $100,000.00, a Scorecard may be completed upon request of the contract administrator or the Purchasing staff member.

(c) A Scorecard shall be completed by the contract administrator of the client department involved in the Procurement. In completing the Scorecard, the contract administrator may contact other City staff, third party vendors and consultants for their comments. Once complete, the Scorecard shall be forwarded for further comment and consideration by the Purchasing staff member.

(d) Once complete, the Scorecard shall be forwarded to the Vendor by the Purchasing staff member. If warranted, a meeting will be scheduled with the Vendor, the contract administrator and the Purchasing staff member to discuss
the Scorecard. If no meeting has been requested by the City, the Vendor has ten (10) Working Days to respond to the Purchasing staff member to request a meeting to discuss the Scorecard. Vendor Scorecards will be retained in the Vendor performance database. Unsatisfactory performance may be considered and result in a negative outcome for Vendors on future Solicitations.

12.03 Poor Performance

(a) When, in the opinion of the Purchasing Officer, a significant poor Vendor performance or professional conduct issues has occurred during the course of any contract (regardless of the dollar value), whether or not recorded on a Scorecard, the City may proceed with a “Vendor Performance Infraction” or any other action deemed appropriate.

(b) A Vendor Performance Infraction involves a three stage approach to allow the City to work with the Vendor to resolve poor performance issues. The three stages include:

1. Communication of City dissatisfaction
2. Formal Notice; and
3. Notice of Consequences.

(c) Stage 1 may be formal or informal discussions, meetings, or correspondence between the Vendor and the Department Staff contract administrator. Stage 1 may also include the involvement of City staff from the Purchasing Department. It may or may not expressly identify as being part of a Vendor Performance Infraction. The purpose is to attempt to communicate to Vendor, some or all of the following:

(i) the nature of the poor performance;
(ii) the impact the poor performance has on the City’s operation or project;
(iii) the actions or corrective actions expected of the Vendor, and related timeframes; and
(iv) the consequences, or potential consequences, if the Vendor fails to take the requisite action, or otherwise continues in their poor performance.

(d) Stage 2 is a formal written notice, to be issued by either the Purchasing Officer or the City Solicitor. It will formally notify the Vendor of:

(i) the nature of the poor performance, with reference to the agreement;
(ii) the steps necessary to remedy the issue or to otherwise move towards rectification, including a timeline; and
(iii) the consequences, or potential consequences, if the Vendor fails to take the requisite action, or otherwise continues in their poor performance.
(e) Stage 2 (Formal Notice) may be issued, at the discretion of the Purchasing Officer or City Solicitor, as the case may be, more than one time. Examples may include:

(i) a Vendor has responded to an initial Stage 2 notice and made progress towards full remedial action. A second formal notice may be issued to document the progress, the next steps, and a timeline;

(ii) a Vendor has raised substantive issues which affect the contents of the prior formal notice;

(iii) it is considered appropriate to grant a final opportunity for the Vendor to rectify or otherwise remedy the identified issues; or

(iv) a Vendor complied with a formal notice, but again falls into poor performance later in the performance of the contract.

(f) In the event that the Vendor does not comply with the Formal Notice (Stage 2), the City may proceed to Stage 3. Stage 3 shall be issued by either the Purchasing Officer or the City Solicitor and provide written notice of the implications of the continued poor performance, which may include:

(i) termination of the contract;

(ii) exclusion of the Vendor from participating in future Solicitations, for a specific time period (“Exclusion”);

(iii) a demand for damages;

(iv) claiming under applicable bonds or sureties;

(v) remedies expressly contained in the contract; and

(vi) other remedies available at law.

(g) Stage 3 will be completed in consultation with the Purchasing Officer, the City Solicitor, and the General Manager of the operating department. The Purchasing Officer will provide notice of the contents of Notice of Consequences to the Finance Department (if applicable), and to other City staff with contracts with the Vendor.

12.04 Administrative Appeal of Exclusion

(a) If a Vendor Performance Infraction proceeds to Stage 3, resulting in an Exclusion, the Vendor may, within 15 Working Days of notice of the Exclusion, appeal the Exclusion by submitting to the Purchasing Officer a written appeal, giving full details and explanation as to the history of the events, and identifying why the Vendor believe the exclusion should not be applied.

(b) Within 15 Working Days of receiving an appeal to the Exclusion, the Purchasing Officer will schedule a meeting with: (i) the applicable General Manager; (ii) the Purchasing Officer; (iii) the Purchasing staff member assigned to that Procurement file; a City staff member with knowledge of the Procurement and
the Vendor’s poor performance; (iv) such other City staff deemed appropriate by the Purchasing Officer; (v) the Vendor (or in the case of a corporation, the Vendor’s President); and (vi) one additional representative of the Vendor. The Vendor will be given an opportunity to explain and defend the Vendor’s performance and request that the Exclusion be reconsidered.

(c) If the Vendor is not satisfied by the results of the appeal of the Exclusion, the Vendor may elect to contact the City Solicitor.
# SCHEDULE 1

## PURCHASING THRESHOLDS AND DELEGATED AUTHORITY

<table>
<thead>
<tr>
<th>Dollar Value (excluding taxes)</th>
<th>Procurement Process</th>
<th>Who administers the acquisition process?</th>
<th>Contract Signing Authority</th>
</tr>
</thead>
</table>
| **Under $10,000**             | • May use any acquisition process.  
                                 • Non-Competitive Acquisition is permitted. | **Department Staff**  
                                  • Purchasing Division Staff may assist if required. | • Staff member of applicable department with applicable signing authority.  
                                                                 • Payment via p-card, where accepted.  
                                                                 • Value of contract meets budget. |
| **$10,000 - $50,000**          | • Must obtain at least three written quotations unless there are insufficient Vendors.  
                                 • Low value quote form must be completed by Department Staff.  
                                 • Award must be to Lowest Responsive Submission.  
                                 • The following are not permitted:  
                                   • Multi-year agreements;  
                                   • Options to Buy; or  
                                   • Options to Renew | **Department Staff**  
                                  • Purchasing Division Staff may assist as required. | • Form of agreement shall be a purchase order unless directed otherwise by the Purchasing Officer.  
                                                                 • Staff member of applicable department with applicable signing authority authorizes Purchasing to issue a purchase order.  
                                                                 • Value of contract meets budget. |
| **$50,001 - $249,999**         | • Public advertising is required.  
                                 • Unless a Non-Competitive Acquisition is permitted by this Policy, the Procurement Methods available are:  
                                   - Request for Tenders (RFT)  
                                   - Request for Quotations (RFQ)  
                                   - Request for Proposals (RFP)  
                                   - Request for Supplier Qualifications (RFSQ)  
                                   - Co-op, GPO, professional services roster or vendor of record  
                                   - As other determined by the Purchasing Officer  
                                 • In the case of professional services from a roster with a value of $100,000 - $249,999 a Request for Quotations is required. | **Purchasing Division Staff** | • Staff member of applicable department with applicable signing authority, plus the Purchasing Officer.  
                                                                 • Form of agreement to be determined by Purchasing Officer.  
                                                                 • Value of contract meets budget. |
<table>
<thead>
<tr>
<th>Dollar Value (excluding taxes)</th>
<th>Procurement Process</th>
<th>Who administers the acquisition process?</th>
<th>Contract Signing Authority</th>
</tr>
</thead>
</table>
| $250,000 or greater           | Public advertising is required.  
- Unless a Non-Competitive Acquisition is permitted by this Policy, the Procurement Methods available are:  
  - Request for Tenders (RFT)  
  - Request for Quotations (RFQ)  
  - Request for Proposals (RFP)  
  - Request for Supplier Qualifications (RFSQ)  
  - Co-op, GPO, or Vendor of Record  
  - As otherwise determined by the Purchasing Officer | Purchasing Division Staff | CAO, City Treasurer, or applicable General Manager with applicable signing authority, plus the Purchasing Officer.  
- Form of agreement shall be formal contract unless directed otherwise by the Purchasing Officer.  
- Value of contract meets budget. |
| Non-Competitive Acquisitions under $100,000 | Approval of Non-Competitive Acquisition form by applicable General Manager and Purchasing Officer | Department Staff  
- Purchasing Division Staff may assist as required. | Staff member of applicable department with applicable signing authority plus the Purchasing Officer.  
- Form of agreement to be determined by the Purchasing Officer.  
- Value of contract meets budget. |
| Non-Competitive Acquisitions $100,000 and over | Council approval required. | Department Staff  
- Purchasing Division Staff may assist as required. | Mayor plus City Clerk or as set out in the Council approval.  
- Form of agreement to be determined by the Purchasing Officer.  
- Value of contract meets budget. |
| Renewal: renewal agreement for continued provisions of Goods and Services | Must be triggering a right to renew in an existing agreement.  
- On such terms and means as determined by the Purchasing Officer in consideration of the terms of the original agreement. | Department Staff  
- Purchasing Division Staff may assist as required. | Staff member of the applicable department with applicable signing authority, plus the Purchasing Officer.  
- Form of agreement to be determined by the Purchasing Officer.  
- Value of contract meets budget. |
<table>
<thead>
<tr>
<th>Dollar Value (excluding taxes)</th>
<th>Procurement Process</th>
<th>Who administers the acquisition process?</th>
<th>Contract Signing Authority</th>
</tr>
</thead>
</table>
| **Extension**: extension of an agreement for Goods and Services | Council approval required. Only one extension permitted unless otherwise authorized by Council. | Department Staff  
- Purchasing Division Staff may assist as required. |  
- Mayor plus City Clerk or as set out in the Council approval.  
- Form of agreement to be determined by the Purchasing Officer.  
- Value of contract meets budget. |
| **Amendment**: any agreement to change the terms of the original agreement that is not an Option to Buy, renewal or extension agreement and not through a change order process as permitted in the original agreement | As determined by the Purchasing Officer in consideration of the terms of the original agreement, and will not result in a budget variance. | Department Staff  
- Purchasing Division Staff may assist as required. |  
- Staff member of the applicable department with applicable signing authority plus the Purchasing Officer.  
- Form of agreement to be determined by the Purchasing Officer.  
- Value of contract meets budget. |
| **Change Order**: any agreement change to the terms of the original agreement such as change in scope, timeline or price, and which is through the change order process permitted in the original agreement | In accordance with the original agreement and will not result in a budget variance. | Department Staff  
- Staff member of the applicable department with applicable signing authority.  
- In accordance with section 8.03 and 8.04.  
- Value of contract meets budget. |  
- Staff member of the applicable department with applicable signing authority.  
- In accordance with section 8.03 and 8.04.  
- Value of contract meets budget. |
| **Disposal of Surplus Goods** | In accordance with section 2.08. | Purchasing Staff in consultation with Department Staff |  
- Applicable Director, General Manager, CAO or the Purchasing Officer.  
- Form of agreement to be determined by Legal, if applicable.  
- Value of contract meets budget. |
| **Option to Buy** | In accordance with the terms of the original agreement. | Purchasing Staff in consultation with Department Staff |  
- Staff member of the applicable department with applicable signing authority.  
- Form of agreement to be determined by the Purchasing Officer  
- Value of contract meets budget. |
### SCHEDULE 2

#### ERRORS AND IRREGULARITIES IN REQUEST FOR TENDERS AND CONSEQUENCES OF EACH ERROR OR IRREGULARITY

<table>
<thead>
<tr>
<th>ERROR OR IRREGULARITY</th>
<th>CONSEQUENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late submission.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid not submitted through Electronic Bidding System.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid Form not signed.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Failure to provide bid security when required by Solicitation.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid security, when required by Solicitation is either unenforceable, or is not fully enforceable on its face.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid security, when required by Solicitation, is not in required amount or format.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>The City is unable to verify the E-bond bid security, where bid security is required by Solicitation.</td>
<td>Upon request by the City, the Vendor shall, within 2 business days, remedy the verification to the City's satisfaction or submit the original bid security. Failure to comply shall result in rejection.</td>
</tr>
<tr>
<td>Addendum, if issued, not acknowledged.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Submission contains something which requires clarification, as determined in the sole discretion of the Purchasing Officer, AND where Purchasing Officer determines, in their sole discretion, that such clarification will not result in an unfair advantage to other Vendors who participated in the Solicitation.</td>
<td>Upon request by the City, the Vendor shall, within 2 business days, provide the requested clarification to the satisfaction of the City. Failure to comply shall result in rejection.</td>
</tr>
<tr>
<td>Incorrect or unclear math calculation</td>
<td>Upon request by the City, the Vendor shall, within 2 business days, confirm the mathematical calculation. Failure to comply shall result in rejection.</td>
</tr>
</tbody>
</table>
SCHEDULE 3

EXEMPTIONS

Operating Department Staff shall not be required to comply with this Policy for the following Acquisitions:

1. Transaction-specific exceptions approved by Council

   Transaction-specific exceptions approved by Council from time to time through resolution, it being the intention that any new exceptions of general or continuing application will be approved by By-law as additions to this Schedule.

2. Training and Education

   (a) Conferences, conventions, workshops, courses and seminars
   (b) Magazines, subscriptions, books and periodicals
   (c) Memberships
   (d) Staff development

3. Refundable Employee Expenses

   (a) Advances
   (b) Meal Allowances
   (c) Travel and Entertainment

4. Employer's General Expenses

   (a) Reimbursed Employee expenses
   (b) Payroll and honoraria remittances
   (c) Medical exams
   (d) Government licence fees
   (e) Grants and levies payable to outside agencies
   (f) Grants pursuant to community improvement plans and other similar initiatives
   (g) Damage and insurance deductible claims
   (h) Petty cash replenishment
   (i) Tax remittances
   (j) Refunds/overpayments of taxes/fees
   (k) Payments pursuant to agreements approved by Council
   (l) Realty taxes
   (m) Payment for employment
   (n) Bank charges and Services payable to the Council-approved banker
5. Professional and Special Services

(a) Special tax, accounting and audit Services and advice from Council-approved auditor
(b) Legal and ancillary Services
(c) Witness fees
(d) Council honoraria
(e) Real estate appraisals
(f) Arbitration fees
(g) Counseling fees
(h) Advertising
(i) Entertainers for theatre or special events
(j) Medical fees

6. Utilities

(a) Water & Sewage
(b) Natural Gas
(c) Electricity
(d) Services and Inspection of the Technical Safety Standards Association (TSSA)
(e) Postage
(f) Cable or Television charges
(g) Utility relocation
(h) Telephone (basic Services), Cellular and Wireless Devices

7. Real Property Interests

(a) All real estate transactions

8. Election materials and equipment including any ancillary Services.

9. Acquisitions resulting in agreements where all the following are met:
(a) the agreement is managed by Operating Department Staff from the Health & Human Services Commission;

(b) the term of the agreement does not exceed the lesser of:
   (i) five years; or
   (ii) the term of guaranteed funding pursuant to a government grant or government program;

(c) the agreement is within budgetary limits;

(d) the agreement is reasonably required to fulfill City obligations pursuant to a government program, for which provincial or federal funding is being provided;

(e) the agreement is with a not-for-profit organization or entity; and

(f) the Acquisition meets one of the following requirements:
   (i) the Acquisition is within an existing program and will result in an agreement that does not have substantial substantive changes from previous agreements, where a determination of substantial substantive changes is made by the General Manager of Health & Human Services, in consultation with the Purchasing Officer; or
   (ii) the Acquisition is arising pursuant to the terms of a government grant and the value of the contract is being fully funded by the terms of the grant;
<table>
<thead>
<tr>
<th>Purchasing Policy Section</th>
<th>Proposed Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chapter 1 Interpretation</strong>&lt;br&gt;1.01 Statement of Principle</td>
<td>ADDED: Purchasing Policy is subject to all applicable trade agreements. (Ex. CETA, CFTA, CUSMA)</td>
</tr>
<tr>
<td><strong>Chapter 1 Interpretation</strong>&lt;br&gt;1.06 Definitions</td>
<td>REVISED:&lt;br&gt;- “Award”&lt;br&gt;- “CAO” (previously City Manager)&lt;br&gt;- “Emergency”&lt;br&gt;ADDED:&lt;br&gt;- “Appointed Member”&lt;br&gt;- “Board”&lt;br&gt;- “Council”&lt;br&gt;- “Elected Official”&lt;br&gt;- “Group Purchasing Organization”&lt;br&gt;- “Policy”&lt;br&gt;DELETED:&lt;br&gt;- “High Value”&lt;br&gt;- “Low Value Quote”&lt;br&gt;- “Medium Value”&lt;br&gt;- “Pre-approved Solicitation”</td>
</tr>
<tr>
<td><strong>Chapter 1 Interpretation</strong>&lt;br&gt;1.07 Interpretation</td>
<td>ADDED: Interpretation of “Headings” and “Singular, Gender”</td>
</tr>
</tbody>
</table>
## Proposed Purchasing Policy Amendments

<table>
<thead>
<tr>
<th>Purchasing Policy Section</th>
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<tbody>
<tr>
<td><strong>Chapter 2 General Matters</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 2.01 No Local Preference | REVISED: Section has been amended for clarity and to ensure compliance to applicable trade agreements; i.e. Canadian Free Trade Agreement (CFTA) and Comprehensive Economic and Trade Agreement (CETA). 

**Note:** Purchasing maintains the position that preference policies, including local preferences, conflict with the fundamental public procurement principles of impartiality and full and open competition and therefore do not support the use of preference policies. |
| **Chapter 2 General Matters** | |
| 2.03 Acquisition of Supplies/Services from other Government Bodies or Group Purchasing Organizations (GPO) | ADDED: The term *Group Purchasing Organizations* has been added to this section. As part of the procurement process the City leverages available GPO contracts (Examples of GPOs include Kinetic GPO and OECM). The Policy was previously silent on this item. 

**Note:** GPOs allow Purchasing members to combine their purchasing power to benefit from volume pricing for goods and services. The use of GPOs can shorten the procurement cycle, save time and assist the City in avoiding risks associated with a public procurement process. GPOs follow best guiding principles in public procurement and are carried out in accordance to with applicable trade agreements. |
| **Chapter 2 General Matters** | |
| 2.07 Execution of Contracts and Documents | REVISED: Removed “Execution of Routine Documents” and replaced with “this Policy”. |
| **Chapter 2 General Matters** | |
| 2.11 Review of this Policy | REVISED: To permit flexibility in amendments to the Purchasing Policy on an as needed basis. “The Policy shall be reviewed and revised on a periodic basis.” |
### Proposed Purchasing Policy Amendments

<table>
<thead>
<tr>
<th>Purchasing Policy Section</th>
<th>Proposed Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Chapter 3 Methods Through Which Goods and Services May Be Required</strong></td>
<td>Re: <strong>Delegated Authority</strong></td>
</tr>
</tbody>
</table>
| 3.01 Summary of Methods (revised to Schedule 1 – Purchasing Thresholds and Delegated Authority) | i) Table One has been deleted and replaced with “Schedule 1 – Purchasing Thresholds and Delegated Authority”.
| | ii) Contract signing authorization requirements have been extracted from the Execution of Routine Documents (Corporate Policy 010) and inserted into the Purchasing Policy.
| | iii) The amendment permits Delegated Authority for purchasing related contracts to reside solely within the Purchasing Policy.
| | iv) Permits the applicable General Manager and the Purchasing Officer to execute contracts $250,000 and over which have received approval through the Estimates Committee process. Signing Authority previously resided with the applicable General Manager and the City Clerk for contract values $250,000 and over.
| | v) This will create efficiencies with streamlined contract execution and management.
| | vi) **Schedule 1** addresses gaps in contract delegation authority related to extensions, renewals, amendments and change orders that were not previously identified in the Execution of Routine Documents.
| **Chapter 3 Methods Through Which Goods and Services May Be Required** | Re: **Multi-Year Award** |
| 3.01 Summary of Methods (revised to Schedule 1 – Purchasing Thresholds and Delegated Authority) | i) **Schedule 1** will permit the award of multi-year contracts up to a 5 year term.
| | ii) Contracts will be primarily operating acquisitions where the goods or services will continue to exist and funding can be reasonable expected to be made available.
| | iii) Contracts will include a provision for termination in the event funding is not approved for subsequent years.
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>**Chapter 3 Methods Through Which Goods and Services May Be</td>
<td><strong>Note:</strong> The ability to award multi-year agreements will permit the Purchasing Division to “work smarter” and reduce the number of annual renewals issued for repetitive operational contracts which is a resource intensive process. A greater contract term will be permit bidders to bid more aggressively and allow for the City to foster longer term relationships with Vendors who supply goods and services to the departments.</td>
</tr>
<tr>
<td>Required</td>
<td>ADDED:</td>
</tr>
<tr>
<td>3.01 Purchasing Thresholds and Delegated Authority</td>
<td>i) Item 3.01 <em>Purchasing Thresholds and Delegated Authority</em> has been added to outline the authority to award and sign contracts. To be read in conjunction with Schedule 1. Aligns with proposed amendments to the Execution of Routine Documents – Corporate Policy 010.</td>
</tr>
<tr>
<td></td>
<td>ii) Includes the process and authority by which a multi-year agreement can be awarded by staff.</td>
</tr>
<tr>
<td>**Chapter 3 Methods Through Which Goods and Services May Be</td>
<td></td>
</tr>
<tr>
<td>Required</td>
<td><strong>REVISED:</strong></td>
</tr>
<tr>
<td>3.04 Special Provisions for Emergencies</td>
<td>i) In the event an Emergency Procurement is required a report to Council is required in the event the aggregate costs for a single Vendor are in excess of $50,000.</td>
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<td></td>
<td>ii) Previously no aggregate cost was identified.</td>
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<td><strong>Note:</strong> Emergency Procurements under $50,000 shall not require a report to Council. Example: a pump fails and needs immediate repair under $50,000; Emergency is declared and equipment repaired to minimize disruption in operational services. Where the value of the emergency is $50,000 or greater (ex. flood event; major equipment failure) a report to Council will be provided detailing the emergency and financial impact.</td>
</tr>
<tr>
<td>Purchasing Policy Section</td>
<td>Proposed Amendment</td>
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<tr>
<td><strong>Chapter 3 Methods Through Which Goods and Services May Be Required</strong></td>
<td>ADDED: New section added; clearly defined roles and responsibilities including involvement in the procurement process will assist to ensure City Employees, Elected Officials, and Appointed Members do not act outside their role or bypass procedures while supporting efforts to preserve both the transparency and integrity of the procurement process.</td>
</tr>
<tr>
<td>3.09 Involvement in the Procurement Process</td>
<td><strong>Note:</strong> Professionalism and compliance to the public procurement processes is required to ensure the City sources the best quality of goods while keeping costs at the lowest possible level. Any unethical, or perceived unethical, actions may cause reputational harm to the City’s procurement processes and impact competition, fairness and transparency.</td>
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<tr>
<td></td>
<td><strong>Bellamy Report recommendation:</strong></td>
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<td><strong>#30</strong> (Ethics: Preferential Treatment) “Elected official and staff should take all necessary steps to avoid preferential treatment or the appearance of preferential treatment.”</td>
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<td><strong>#132</strong> (Procurement: BEFORE, Councillors) “Councillors who receive inquiries from vendors related to any specific procurement should tell them to communicate with one or more of the following three people, as is appropriate in the circumstances:”</td>
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<tr>
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<td>a. the contact person in the tender document, in accordance with the contract rules in place</td>
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<td>b. the fairness commissioner</td>
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<td></td>
<td>c. the person in charge of the complaints process, as set out in the tender documents.”</td>
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<td><strong>#155</strong> (Procurement: BEFORE, Councillors) “The roles and responsibilities of City staff involved in the procurement should be clearly defined in advance.”</td>
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<tr>
<td>Purchasing Policy Section</td>
<td>Proposed Amendment</td>
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</table>
| **Chapter 3 Methods Through Which Goods and Services May Be Required** | **ADDED:** New section added in an effort to protect Elected Officials and Appointed Members from the perception or wrongful accusations associated with political interference in the procurement process.  
During the procurement process Elected Officials and Appointed Members should steer clear of any association or influence with:  
- contract award;  
- contract management;  
- vendor relationships;  
- lobbying efforts; and  
- advancing private interests of a company.  

**Note:** Public procurement is considered an inherently political sensitive activity. |

Bellamy Report recommendation:  

**#130** (Procurement: BEFORE, Councillors) “Councillors should separate themselves from the procurement process. They should have no involvement whatsoever in specific procurements. They have the strongest ethical obligation to refrain from seeking to be involved in any way.”  

**#22** (Ethics: Conflict of Interests and Apparent Conflict of Interests) “Councillors and staff should take steps to avoid as best they can both real and apparent conflicts of interests. For assistance, they should seek the guidance of the office of the integrity commissioner.”  

**#232** (Procurement: AFTER, Complaints) “Councillors should not act as advocates for aggrieved bidders.”
## Proposed Purchasing Policy Amendments

<table>
<thead>
<tr>
<th>Purchasing Policy Section</th>
<th>Proposed Amendment</th>
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<tr>
<td><strong>Chapter 3 Methods Through Which Goods and Services May Be Required</strong></td>
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</tbody>
</table>
| 3.11 No Lobbying | ADDED: New section added to discourage Vendors from lobbying as a means to influence Vendor selection. Vendors who violate this section will be considered a Prohibited Class of Vendor per section 3.09.  
**Note:** Charbonneau Report found *corruption practices* to exist in the construction industry. A No Lobbying clause will assist in maintaining the integrity of the bidding process and that it is free from factors which may influence Vendor selection.  
It is up to the Elected Official to know when lobbying efforts are acceptable and when they should be refrained from. |
| **Chapter 4 Non-Competitive Procurement** | 
| 4.02 Exceptions | DELETED: Item (d) exercising an “option to buy” has been deleted and is now included in Schedule 1.  
ADDED: Items (l), (m), and (n) have been added to address potential situations where a non-competitive exception would be considered acceptable. |
| **Chapter 6 Selection of Successful Vendors** | 
| 6.03 In The Event of a Tie | ADDED: To provide direction in the event equal bids are received and a method to break a tie and select a vendor is required. |
| **Chapter 7 Procurement Which Must Be Awarded By Council** | 
| 7.01 General | DELETED: Section not applicable as item 7.02 has been revised and replaces 7.01. |
| **7.01 Contract Which Must Be Awarded By Council** | REVISED:  
i) Replaces item 7.01.  
ii) Amended to outline the requirement in which contracts must be awarded by Council. |
## Proposed Purchasing Policy Amendments

<table>
<thead>
<tr>
<th>Purchasing Policy Section</th>
<th>Proposed Amendment</th>
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<tbody>
<tr>
<td><strong>Chapter 10 Errors In Binding Submissions</strong></td>
<td>REVISED:</td>
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<tr>
<td>10.01 Table Two</td>
<td>i) Chapter name changed to “Errors in Submissions”; the word “binding” was removed as this section now addresses errors in general and not specifically in binding submissions.</td>
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<td></td>
<td>ii) Table Two renamed to “Schedule 2 - Errors and Irregularities in Requests for Tenders and Consequences of Each Error or Irregularity” and now included as a Schedule to the Policy.</td>
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<tr>
<td><strong>Schedule 1 Exemptions</strong></td>
<td>REVISED:</td>
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<tr>
<td></td>
<td>i) Renamed to “Schedule 3 – Exemptions”</td>
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<tr>
<td></td>
<td>ADDED: The following items have been revised or added:</td>
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<td>6. Utilities</td>
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<td>(d) Services and Inspection of the Technical Safety Standards Association (TSSA)</td>
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<td>(g) Utility relocation</td>
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<td>(h) Telephone (basic Services), Cellular and Wireless Devices</td>
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<td>8. Election materials and equipment including any ancillary Services</td>
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<td>9. Health &amp; Human Services Commission not-fo-profit agreements which meet all criteria as outlined in item 9, a) – f). Applicable to a government program for which provincial or federal funding is being fully provided. Permits the expedited engagement of a provider without the need to be compliant to the competitive requirements of the Purchasing Policy.</td>
</tr>
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</table>
POLICY NUMBER: CORPORATE-012

SUBJECT: PURCHASING POLICY

POLICY STATEMENT: (Purpose/Objective)

The goals of the Purchasing Policy are as follows:

a) To ensure openness, accountability and transparency while protecting the financial best interest of the City of Brantford;

b) To encourage competitive bidding for the Acquisition and disposal of Goods and Services where practicable;

c) To ensure fair treatment and respectful business practice to all Vendors;

d) To obtain efficiencies where possible by maximizing buying power through economies of scale and participating in cooperative and Group Purchasing Organizations.

RELATED POLICY PROCEDURES/GUIDELINES:

By-law XX – Purchasing Policy (Corporate -012)

<table>
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<tr>
<th>Date of Enactment: March 24, 2015</th>
<th>Related By-law Number/Staff Report Number:</th>
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<tr>
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<td>32-2014/CS2014-004</td>
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<td>63-2016/CS2016-038</td>
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<td>91-2018/CS2018-056</td>
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<tr>
<td>Review and Amendment Dates:</td>
<td>Department Responsible for Review:</td>
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<td>2010</td>
<td>Purchasing Department</td>
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<td>May 22, 2012</td>
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<td>March 24, 2014</td>
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<td>June 22, 2015</td>
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<td>April 26, 2016</td>
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<td>June 26, 2018</td>
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<td>March 24, 2020</td>
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<tr>
<td>Date of Next Review:</td>
<td>Applicable Legislation/Legislative</td>
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<td>2026</td>
<td>Authority:</td>
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<td><em>Ontario Municipal Act, 2001</em>, as</td>
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<td>amended</td>
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CHAPTER 1
INTERPRETATION

1.01 Statement of Principle

The Ontario Municipal Act, 2001 requires every municipality to have a policy with respect to its Procurement of Goods and Services. This Policy is intended to fulfill that requirement.

The City will endeavor to achieve the best value in its commercial transactions and has determined as a matter of policy that the Lowest Overall Cost for the taxpayer is most often received when competitive Acquisition processes are used. For that reason, competitive Acquisition will be the general rule and will be departed from only in accordance with specific exemptions set forth in this Policy.

1.02 Goals of the Policy

The goals of this Policy are as follows:

(a) To ensure openness, accountability and transparency while protecting the financial best interest of the City of Brantford;
(b) To encourage competitive bidding for the Acquisition and disposal of Goods and Services where practicable;
(c) To ensure fair treatment and respectful business practice to all Vendors;
(d) To obtain efficiencies where possible by maximizing buying power through economies of scale and participating in cooperative and Group Purchasing Organizations.

1.03 Application of Policy

(a) This Policy is subject to all applicable trade agreements.

(b) Acquisition of Goods and Services by Department Staff and City officials shall be in accordance with this Policy and not otherwise. No member of Council or City employee shall have the right to Acquire Goods and Services or to otherwise bind the City in respect of the Acquisition of Goods and Services, except in accordance with this Policy.

(c) If the staff of the City’s purchasing division provide assistance to any local Board or any subsidiary of the City to Acquire Goods and Services, such assistance shall only be provided if such local Board or subsidiary complies with this Policy with necessary changes. The requirement to comply with this Policy is subject to the terms of any contract with the local Board or subsidiary.
This Policy shall apply to the Acquisition of all Goods and Services by the City, except for the exemptions set forth in Schedule 3. The Acquisition of the Goods and Services listed and described in Schedule 3 shall not be subject to the requirements of this Policy, but may be subject to other policies or requirements enacted from time to time by the municipal Council of the City.

The rule in (c) is not intended to limit the independence of any local Board or subsidiary of the City.

1.04 Incorporation of Policy into Solicitations

The requirements of this Policy shall be incorporated by reference into all Solicitations for Goods and Services Acquired by the Purchasing Division of the City of Brantford.

1.05 Delegation

A member of City staff, or an employee(s) in an identified City position(s) who, by this Policy, is granted authority to make decisions, or perform actions (a “Decision Maker”), is also hereby granted authority to delegate such authority to subordinate staff (a “Delegate”). Such Decision Maker may limit such authority granted to a Delegate by such terms that the Decision Maker considers reasonable in the circumstances.

1.06 Definitions

In this Policy,

“Acquisition” and “Procurement” means obtaining of Goods and Services by purchase, lease, rental, and other methods; and “Acquire” and “Procure” have similar meanings.

“Appointed Member” means a member appointed by City, Council a board, advisory committee, sub-committee or task force, each as defined in Section 1.0 (Definitions) of Corporate Policy - 028 (Appointment of Citizen Members to City of Brantford Boards, Advisory Committees, Task Forces and Other Committees to which Council Makes Appointments).

“Award” means the issuance of a Notice of Intent or purchase order to a selected Vendor.

“Board” means a body that governs, manages or operates.

“CAO” means the City’s Chief Administrative Officer.

“City” means The Corporation of the City of Brantford.
“Council” means the City’s legislative body, being composed of the mayor and councilors who were elected in the City’s last municipal election.

“Department Staff” or “Operating Department Staff” means staff of the City department for which Goods and Services are being Acquired.

“Elected Official” means a member of City Council.

“Electronic Bidding System” means the online system by which the City conducts Request for Tenders and may conduct other Solicitations.

“Emergency” means that Council, the CAO, or the applicable General Manager has determined that there is an unforeseeable or impending situation requiring immediate Procurement in order to: (i) maintain sufficient levels of required Goods and Services; (ii) prevent or mitigate danger to life, health, or property; or (iii) avoid a substantial or significant interference with City municipal operations.

“Estimated Value” means the estimated amount (excluding taxes) for budget or planning purposes which will be required to Acquire Goods and Services; and which amount may be higher, lower or equal to the actual cost of Acquisition. For greater certainty, when a multi-year contract is to be Awarded, the Estimated Value for such multi-year contracts is the estimated amount to be paid for the Goods and Services over the entire contract, and is not limited to the amount which may be payable in any particular budget year.

“Goods” means tangible objects of all kinds, including but not limited to supplies, materials, and equipment.

“Group Purchasing Organization” or “GPO” means a cooperative public purchasing organization established with the specific purpose of reducing Procurement costs as a result of aggregated volumes and obtain ready-to-use, competitively solicited contracts which may be used by third-parties.

“Lowest Overall Cost” means the Acquisition cost contained in a Responsive Submission which is, after the evaluation factors set forth in the Solicitation are taken into account (such as price, quality, life cycle costs, environmental factors, and other terms, conditions, and circumstances of the Acquisition) which is the lowest in comparison to other Responsive Submissions received as part of the Solicitation.

“Non-Competitive Acquisition” means Procurement which does not include any competitive process, and without limiting the generality of the foregoing, includes Procurement through negotiation, a Sole Source, and standardized product lists approved by Council.
“Option to Buy” means the right to Acquire Goods upon stated terms, most often but not exclusively encountered in the context of rental, lease (but not a financing lease), or hire-purchase agreements.

“Policy” means this purchasing policy.

“Purchasing Officer” means the person so designated by the Treasurer of the City from time to time and shall be synonymous with “Manager of Purchasing”.

“Responsive” means that a Submission contains each and every element required by the Solicitation, and otherwise fully complies with the requirements of the Solicitation and this Policy.

“Request for Expressions of Interest” means a general market research tool to determine Vendor interest in a proposed Procurement. It is used prior to issuing another Solicitation and is not intended to result in the Award of a contract.

“Request for Proposals” means a non-binding competitive Procurement process for obtaining unique proposals designed to resolve an issue as set out in terms of reference.

“Request for Quotations” means a non-binding competitive Procurement process for obtaining bids based on defined requirements for which fixed or calculated price will be paid.

“Request for Supplier Qualifications” means a Solicitation process for screening potential Vendors through such attributes as experience, financial strength, education, or other pertinent considerations, in order to establish a list of qualified Vendors who may then be invited to provide a Submission, or who may be hired on a rotational or “best fit” basis to fulfill specific requirements.

“Request for Tenders” means a binding competitive Procurement process for obtaining defined requirements for which a clear or single solution exists.

“Services” means intangible activities which are performed in order to deliver an outcome, including without limitation, labour, construction, maintenance and professional and consulting services.

“Sole Source” is a form of Non-Competitive Acquisition, whereby Goods or Services are Acquired from a specific Vendor.

“Solicitation” means any and all forms of requests, inquiries, or other exploration of options for the Acquisition of Goods and Services by the City, including but not limited to Requests for Tenders, Requests for Quotations, Requests for Proposals, Requests for Supplier Qualifications, requests for information, and Requests for Expressions of Interest.
“Submission” means any and all offers, bids, or other responses to a Solicitation.

“Surplus” means City Goods which, through obsolescence or other reason, are no longer required or wanted by the primary operating department which utilized or otherwise benefitted from the Goods.

“Two Envelope Method” means a Procurement process in which a Submission is submitted into two separate electronic folders through the Electronic Bidding System. The technical and qualitative information is submitted in the first folder and the price information is provided in the second folder. The second folder is considered in the evaluation process only if the first folder shows the Vendor to be qualified in accordance with the requirements of the Solicitation.

“Vendor” means a seller or supplier of Goods and Services.

“Working Days” means days on which the main municipal offices of the City are open for business.

“Unsolicited Proposal” means an offer to supply Goods and Services to the City that has not been preceded by the issuance of a Solicitation.

1.07 Interpretation

The interpretation of this Policy shall be governed by the following:

(a) **Headings** The division of this Agreement into articles, sections, schedules, and other subdivisions are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The headings in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.

(b) **Singular, Gender** Words importing the singular number include the plural and vice versa. Words using the current tense include the past and future and words using the past or future tense include the current tense. Words importing the masculine gender include the feminine and neuter genders, and words importing persons include firms and corporations and vice versa.

(c) **Including** Wherever the words “include”, “includes” or “including” are used in this Policy, they are deemed to be followed by the words “without limitation” and the words following “include”, “includes”, or “including” are not considered to set forth an exhaustive list.
CHAPTER 2
GENERAL MATTERS

2.01 No Local Preference

(a) The City will not impose or consider, in the evaluation of bids or Award of contracts, local content or other economic benefits criteria that are primarily designed to favour the Goods and Services of a particular country, province or region. However, nothing in the foregoing will prohibit the imposition of bona fide project requirements, including but not limited to geographic response time requirements.

(b) All Procurement processes are to be conducted so as not to unduly exclude local Vendors while at the same time: (i) maintaining the duty to be fair, open, and transparent to all Vendors; and (ii) remaining in compliance with applicable trade agreements.

2.02 Co-operative Purchasing Arrangements

(a) The Purchasing Officer may make cooperative purchasing arrangements with other municipalities or public authorities under which particular varieties of Goods and Services may be Acquired at a lower overall cost than the City might otherwise achieve if it acted independently.

(b) Because the cooperative arrangements may require the cooperation of multiple organizations with differing purchasing procedures, deviations from the requirements of this Policy are permitted in such cooperative arrangements provided that the principles set forth in Chapter 1 are fully respected.

(c) Where the Purchasing Officer has effected cooperative purchasing arrangements in accordance with this section, Department Staff shall Acquire the particular varieties of Goods and Services in accordance with such cooperative arrangements and not otherwise. The Purchasing Officer shall be permitted to authorize exceptions from the foregoing in extenuating circumstances.

(d) The City will not piggyback on third party agreements.

2.03 Acquisition of Goods and Services from other Government Bodies or Group Purchasing Organizations (GPO)

(a) The City may Acquire Goods and Services from federal, provincial or municipal body, ministry, agency, board, corporation or authority or in the case of Provincial and Federal Standing Agreements, or other competitive GPO’s. The City may take advantage of these opportunities if they are deemed to be in the best interest of the City, as determined by the Purchasing Officer.
2.04 General Supply Contracts

(a) Where the Purchasing Officer perceives continuing common needs for particular Goods and Services in multiple departments within the municipality, he or she may issue Solicitations for the general supply of the needs of all departments of the municipality for such particular Goods and Services.

(b) Where a contract for the general supply of the needs of multiple departments of the municipality for particular Goods and Services has been awarded in accordance with (a) above, Operating Department Staff shall Acquire the particular varieties of Goods and Services in accordance with such cooperative arrangements and not otherwise. The Purchasing Officer shall be permitted to authorize exceptions from the foregoing in extenuating circumstances.

2.05 General Ability of Council to Overrule Procedural Requirements

(a) Council may overrule any requirement of this Policy on a transaction-specific basis by way of a Council resolution.

(b) The elimination of any requirement of this Policy on a general or continuing basis must be approved through a By-law which amends this Policy.

2.06 Forms, Contracts and Documents

(a) The Purchasing Officer may develop or adopt standard forms of contracts, Solicitations and other documents to be used in conjunction with Acquisitions, if such standard forms are approved by the City Solicitor.

(b) Where the Purchasing Officer has developed a standard form in accordance with (a) above, Operating Department Staff shall Acquire the particular varieties of Goods and Services in accordance with standard forms and not otherwise, provided that the Purchasing Officer may authorize or draft minor variations therefrom as necessary.

2.07 Execution of Contracts and Documents

(a) The execution of contracts and documents in connection with Acquisitions must be in accordance with this Policy. It is a serious contravention of this Policy for any employee to execute a contract or other document in connection with a Solicitation if the execution of such contract or other document is not in accordance with the requirements of this Policy. Notwithstanding the foregoing, this requirement does not limit, restrict, or otherwise negatively impact any other authority which is granted by Council.

(b) Employees are responsible for determining whether or not they have authority to execute documents on behalf of the City in accordance with the foregoing.
2.08 Disposal of Surplus Goods and Equipment

(a) Except where otherwise required by Council for specific varieties of Goods and Services, Surplus Goods shall be disposed of by the Purchasing Officer in accordance with this Policy.

(b) Surplus Goods shall be disposed of by any one of the following methods, ranked in order of preference as follows:

(i) Given to another operating department within the City administration or subsidiary company which has a use for the Surplus Goods;

(ii) Traded in as part of a replacement purchase;

(iii) Sold by a competitive public offering process or auction;

(iv) Offered or donated to other public or non-profit agencies; or

(v) Disposal of the Surplus Goods by transportation to the City’s landfill site, recycling site or other appropriate disposal facility.

2.09 Persons with Disabilities

(a) Department Staff shall consider and have regard to disability accessibility issues as they may reasonably pertain to Acquisitions. Without limiting the generality of the foregoing, Department Staff shall comply with the requirements of the Integrated Accessibility Standards (O. Reg. 191/11), the City’s Municipal Accessibility Plan, and the City of Brantford’s Facility Accessibility Design Standards (“FADS”). All new and renovated City owned facilities shall be designed to meet or exceed the City of Brantford’s FADS and comply with legislation concerning people with disabilities.

(b) Acquisition Contracts shall include the following elements:

(i) that the Vendor shall comply with the Integrated Accessibility Standards (O. Reg. 191/11) and their relation to the Human Rights Code;

(ii) that the Vendor shall ensure that its employees are trained on providing accessible customer Services. Any training or training resources must conform to the legislated requirements under the Act; and

(iii) that the Vendor shall maintain records of the training, including dates when training was provided, the number of employees who received training and individual training records. Where requested by the City, the person, business or organization shall provide written proof, as well as any documentation regarding training policies, practices and procedures, to the City.

2.10 In-House Bids
Unless specifically approved by Council, City staff (or collection thereof, including unions) and Boards are prohibited from providing Submissions. Any such Submission shall be deemed to not be Responsive.

For purposes of clarity, nothing in this section prohibits the City’s ability to use internal forces or forces of Boards when a Solicitation has not been issued or is no longer in effect.

2.11 Review of this Policy

This Policy shall be reviewed and revised on a periodic basis. It is anticipated that the reviews will be conducted every five years or more frequently, as required.

2.12 Environmental Procurement

Department Staff shall consider whether it is feasible to incorporate environmental considerations into Solicitations.

2.13 Financing Leases

In addition to the requirements of this Policy, the Acquisitions through financing leases shall be performed in accordance with the requirements of Finance Policy No. 006.

2.14 Unsolicited Proposals

(a) Unsolicited Proposals received by the City shall be reviewed by the Purchasing Officer and the applicable General Manager to determine if the proposal warrants consideration.

(b) Any Unsolicited Proposal shall not be considered if:

(i) It resembles a current or upcoming competitive Procurement process that has or will be requested;
(ii) It requires substantial assistance from the City to complete the proposal;
(iii) The Goods and Services are readily available from other sources; or
(iv) It is not deemed by the General Manager to be of sufficient value to the City.

(c) Any Unsolicited Proposal warranting execution shall be either Procured through a Solicitation as per Schedule 1 or require Council approval to Award as a Sole Source.

(d) Where a Solicitation is undertaken as a result of an Unsolicited Proposal, the Vendor who submitted the Unsolicited Proposal shall not be precluded from participating in the Procurement process.
2.15 Mandatory Consultation

Solicitations involving:

(a) project management for municipal building assets, municipal accessibility plan initiatives, and security initiatives may only be issued if there has been prior consultation with the Facilities Management & Security Department; and

(b) information technology and office automation Acquisitions or communications Services may only be issued if there has been prior consultation with the Information Technology Services Department.

2.16 Dispute Resolution

In the event any Vendor involved in a Procurement process with the City presents a dispute in regards to that process, the following dispute resolution process shall be followed:

(a) The Vendor identifying the dispute shall be required to state the nature of the dispute in writing, giving full details and history of the events leading to the dispute claim, addressed to the Purchasing Officer.

(b) The Award of any contract shall not be rescinded nor the progress of any project be delayed by a request for dispute resolution unless recommended by the applicable General Manager involved in the Procurement of the Good or Service and the Purchasing Officer.

(c) Upon receiving the dispute claim, a bid debriefing will take place with the Purchasing Officer, the purchasing staff member assigned to that Procurement file and any City staff member involved in the Procurement process and up to 2 representatives of the Vendor. The Purchasing Officer shall convene the meeting between the parties within fourteen (14) days of the receipt of the dispute claim or as reasonable thereafter in the opinion of the Purchasing Officer. The debriefing session will be structured so as to provide assistance to the Vendor to both understand the Procurement process that occurred and to assist them in improving their future bids to the City.

(d) Should the debriefing session fail to satisfy the Vendor, the Vendor may request a further meeting with the applicable General Manager of the Operating Department Staff and the Purchasing Officer. This request must be addressed to the Purchasing Officer and received in writing within fourteen (14) days of the meeting described in section (c). The Purchasing Officer shall convene the meeting between the parties.
(e) In the event that a Vendor remains dissatisfied and wishes to advance the dispute claim, the Purchasing Officer shall advise the Vendor that the matter is being referred to the City Solicitor. The dispute claim shall then be handled by the City Solicitor or their designate.
CHAPTER 3
METHODS THROUGH WHICH GOODS AND SERVICES MAY BE ACQUIRED

3.01 Purchasing Thresholds and Delegated Authority

(a) Subject to (i) the exemptions identified in section 4.02 and Schedule 1; and (ii) contracts to be Awarded by Council pursuant to section 7.01; all Acquisitions shall be in accordance with the methods set forth in Schedule 1, and not otherwise.

(b) Authority to Award and sign agreements is hereby granted to the persons set out in Schedule 1, subject to the following:

(i) The value of the agreement is either:
   - A. Based on an annual amount, in the case of an operational Acquisition;
   - B. Based on a project amount, in the case of a capital Acquisition; or
   - C. Meets the requirements for a multi-year agreement, as set out in section (c);

(ii) Acquisitions have either received an allocation of funding through Council adoption of an Estimates Committee report of other approved decision of Council prior to expenditure (which may include, but is not limited, to pre-approvals or the approved budget);

(iii) Sufficient funds are available in an appropriate account(s), in consideration of the approved funding source, after accounting for all other obligations (Contractual, statutory or otherwise) being funded from such account; AND

(iv) Meets all conditions of Council approval.

(c) Where the Goods and Services are routinely Acquired or leased on a multi-year basis, the exercise of authority to Award a contract is subject to:

(i) The requirement that the Goods and Services will continue to exist in subsequent years and, in the opinion of the City Treasurer, the required funding can reasonably be expected to be made available; AND

(ii) The Agreement contains a provision that the supply of Goods and Services in subsequent years is subject to Council approval of the department’s estimates which meets or exceeds the Estimated Value.
3.02 Interpretation

The permitted methods of Acquisition defined in Schedule 1 are minimum standards. Although Schedule 1 indicates that the allowed methods of Acquisition shall become progressively more formal as the Estimated Value increases, Department Staff may choose to use more formal methods of Acquisition than are specified as minimum standards in Schedule 1.

3.03 Procedures

(a) The Purchasing Officer may make written procedures from time to time consistent with the requirements of this Policy to reflect best purchasing and Acquisition practices. Without limiting the generality of the foregoing, such procedures may include rules for issuance of Solicitations, receipt of Submissions, the creation and drafting of specifications for Solicitations, advertising, deposit requirements, prequalification processes, breaking ties between identical Submissions, calculating the Estimated Value of Goods and Services, minimum standards for performance security, and the opening procedures for Solicitations.

(b) Where the Purchasing Officer has developed procedures in accordance with (a) above, Department Staff shall follow such procedures.

3.04 Special Provisions for Emergencies

Notwithstanding anything contained in this Policy, in the case of an Emergency, the following rules shall apply:

(a) When an Emergency occurs, the provisions of Schedule 1 shall be read in conjunction with this section and section 4.02(d).

(b) Notwithstanding that Schedule 1 may, in certain circumstances, require Council approval it shall not be necessary to obtain Council approval where the Acquisition is required to address an Emergency.

(c) Except for adjustments pursuant to (a) and section 4.02(d), all other terms and requirements of this Policy shall continue to apply to Emergency Acquisitions.

(d) Whenever: (i) the provisions of this section and section 4.02(d) are applied; and (ii) the aggregate costs for a single Vendor are in excess of $50,000, the Emergency Procurement shall be reported to Council by the applicable General Manager as soon as practicable thereafter detailing the circumstances of the Emergency, the details of the Emergency Acquisition, and all other pertinent details.

3.05 Request for Supplier Qualifications (RFSQ) Process
(a) The purpose of a Request for Supplier Qualifications (prequalification) is to ensure that each Vendor bidding to perform work for the City can demonstrate its ability to provide the necessary expertise and resources to satisfactorily complete the work required.

(b) In generating specifications for any prequalification process, the Purchasing Officer shall ensure that any Request for Supplier Qualification:

(i) includes only reasonable requirements;
(ii) does not include any unnecessary condition or restriction which would prevent an appropriate level of competition in the Solicitation; and
(iii) does not disallow the participation of Vendors who have demonstrated they are capable of performing the work.

(c) Only prequalified Vendors shall be invited to respond to a subsequent Request for Quotations, Request for Tenders, or Request for Proposals.

(d) A RFSQ may be used to form a Vendor of Record (VOR) list for a defined period of time where future projects are unknown.

(e) Nothing in (b) above shall prohibit the inclusion within any Request for Supplier Qualifications of a requirement which only permits a fixed number of candidates to advance to the next phase of a Solicitation process if the Purchasing Officer concludes that such a requirement is necessary and advisable in the circumstances. All RFSQ shall be issued through the Purchasing Division.

3.06 Consulting and Professional Services Roster

(a) It may be determined by a General Manager and Purchasing Officer that it would be beneficial to develop a roster for consulting and professional Services. The roster shall define the type of Services included as part of the process, typically segmented by consulting discipline.

(b) The Vendors demonstrating the Lowest Overall Cost shall be placed on the roster in accordance with the terms and conditions of the RFSQ. Once a roster is established, projects may be presented to firms on an invitational, rotational or "best fit" basis.

(c) The applicable Director shall ensure that, during the term of a roster, there is a reasonably equitable distribution of work among Vendors on such roster (equitable being determined by the total dollar value of the projects Awarded, but excluding work or projects which were Awarded after a Request for Quotation was completed among the Vendors on the roster).

3.07 Division of Procurement to Avoid Compliance with Policy
No Acquisition shall be separated or divided into multiple Procurements where the purpose of such separation or division is to take advantage of the reduced formality in the Procurement requirements resulting from a lower estimated cost. Related Procurements shall be combined wherever possible with a view to obtaining the Lowest Overall Cost to the taxpayer.

3.08 Prohibited Classes of Vendor

(a) The City shall not knowingly Acquire Goods and Services from any of the following:

(i) Elected Officials
(ii) individual members of City Staff, acting in their personal capacity;
(iii) Corporations or partnerships in which the individuals in (i) or (ii) hold a “controlling interest”. For purposes of the foregoing, “controlling” shall be interpreted and applied in the same manner that it is defined and applied in the Income Tax Act (Canada); or

(iv) Vendors who violate section 3.11 or a Vendor who intends or declares intent to use a subcontractor or subconsultant who has violated section 3.11.

(b) In any Solicitation which occurs by way of a Request for Quotations, Request for Tender, Request for Proposal, or Request for Supplier Qualifications, information shall be solicited which shall permit the City to determine whether the prohibition in (a) will be contravened. The Purchasing Officer shall, unless he or she has actual notice to the contrary, be entitled to rely upon any certificate or affidavit so produced; and such reliance shall be satisfaction of the requirement in section 3.08(a).

(c) Acquisitions on behalf of Boards or subsidiaries of the municipality, the requirements of (a) above shall be deemed to include members or staff having an equivalent level of the local board or subsidiary as applicable.

(d) Nothing in (a) above shall prohibit the supply of the normal functions of the office or employment of municipal staff or members of Council to the City.

3.09 Involvement in the Procurement Process

Elected Officials, Appointed Members, and City employees shall not knowingly cause or permit any action or communication to any individual in a manner which is likely to cause, or be perceived to cause, any potential Vendor to have an unfair advantage or disadvantage in obtaining a contract for the supply of Goods and Services to the City. This also includes a contract with any other municipality, local board or public body involved in an Acquisition either jointly or in cooperation with the City.

3.10 Participation of Elected Official and/or Appointed Member in the Procurement Process
(a) All Elected Officials and Appointed Members shall avoid any involvement in all Procurement processes to avoid any perceived or actual conflict of interest and reputational risk. An Elected Official or Appointed Member who receives inquiries from Vendors or potential subcontractors related to any specific Procurement shall immediately redirect those inquiries to the Purchasing Officer or the City Treasurer. This requirement does not apply to Council as a whole.

(b) Should Council establish an ad hoc body (e.g. Task Force or Steering Committee) related to a significant Procurement project, the following conditions shall apply:

(i) all members shall be appointed by Council; and
(ii) the mandate of said ad hoc body shall be approved by Council and shall include reference to the ability of the ad hoc body to provide input to the Purchasing Officer or the City Treasurer only prior to the issuance of Procurement documents; and
(iii) all input as referenced in clause (b)(ii) above shall occur at a duly constituted meeting of the ad hoc body; and
(iv) notwithstanding the generality of section 3.10(b), Elected Officials and Appointed Members shall not:
   a. participate in any Procurement in an evaluation capacity; or function in a decision-making capacity with respect to any Award.
(v) the agenda for each ad hoc body shall comply with the requirements of Chapter 15 of the City of Brantford Municipal Code and shall include, as a standing item, Declaration of Conflicts of Interest; and
(vi) all Appointed Members shall comply with the same rules that are applicable to Elected Officials pursuant to the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50 in keeping with the following principles contained therein:
   a. The importance of integrity, independence and accountability in local government decision-making.
   b. The importance of certainty in reconciling the public duties and pecuniary interests of members.
   c. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.
   d. There is a benefit to municipalities and local boards when members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations, and otherwise.

3.11 No Lobbying

Vendors must not engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of a Vendor. For purposes of this section 3.11, Vendor includes (potential or actual) subcontractors and subconsultants.
CHAPTER 4
NON-COMPETITIVE PROCUREMENT

4.01 General Rule

Unless permitted by a specific exception within this Policy, all Acquisitions of Goods and Services made pursuant to this Policy shall include a competitive process.

4.02 Exceptions

Non-Competitive Acquisition processes may be used for the following Acquisitions:

- Procurements under $10,000, as set forth in Schedule 1;
- where there is a statutory or market based monopoly; or in circumstances where the Purchasing Officer has concluded that market conditions make it impractical to use competitive Procurement processes;
- where the Goods are covered by an exclusive right such as a patent, copyright or exclusive licence;
- when, in the opinion of the Purchasing Officer, it is important to Acquire compatible Goods and Services and compatible Goods and Services are only available from a particular Vendor;
- when the Acquisition is necessary to respond to an Emergency and there is insufficient time to use competitive Procurement processes;
- In any case where Council has granted specific approval for the use of Non-Competitive Acquisition processes;
- In any case where Council has approved a specific standard for Goods and Services, and the approval of the standard necessarily implies that Non-Competitive Acquisition processes will be used;
- In any case where elsewhere within this Policy the use of Non-Competitive Acquisition processes is expressly authorized;
- In any case involving the Acquisition of unique historical artifacts;
- In any case where the Goods and Services are being Acquired from one of the City’s wholly owned subsidiaries or Boards;
- When no Responsive Submissions have been received and the Purchasing Officer has concluded that it would be impractical to issue a further competitive Solicitation; or
k) To permit a temporary extension of no more than six (6 months) of an existing contract that is about to expire to permit the uninterrupted supply of Goods and Services while a new Solicitation is being prepared.

l) In any case where a Non-Competitive Acquisition would be exceptionally advantageous to the City, as determined by the applicable General Manager and the Purchasing Officer, such as in the case of a bankruptcy or receivership.

m) For additional deliveries by an original Vendor of Goods and Services that were not included in the original Procurement, but where a change cannot be made for economic or technical reasons without causing significant inconvenience or substantial duplication of costs for the City, as determined by the applicable General Manager and Purchasing Officer.

n) where the current Vendor under contract has defaulted or demonstrated unsatisfactory performance and an alternate Vendor is required for the immediate supply of Goods and Services for the balance of the contract remaining or until such time that Purchasing can reasonably issue a competitive document to the market to secure a new Vendor under contract.
CHAPTER 5
ACQUISITION OF CONSULTING SERVICES

5.01 Considerations in the Engagement of Consulting Services

While price is always an important consideration in any Procurement, when consultants are being engaged by the municipality, price is very often secondary to considerations of experience and qualifications in light of the requirements of the particular project or engagement for which the consultant is being retained.

5.02 Use of Two Envelope Method

(a) When Acquiring consulting Services and where an evaluation of experience and qualifications is required, the City shall employ the Two Envelope Method and shall only consider the financial envelope containing the prices of Vendors if the technical envelope has permitted the evaluation committee to determine that the Vendor has the necessary technical and qualitative requirements to perform the consulting engagement.

(b) The evaluation committee shall be composed of the Purchasing Officer or designate and such other individuals as may be appointed thereto by the General Manager (or the CAO where applicable) responsible for the project. In addition to the other members of the committee appointed by the General Manager or CAO, the General Manager (or CAO, as the case may be) may also place himself or herself on the committee.

(c) As an alternative to the Two Envelope Method, when acquiring consulting services, the Purchasing Officer may choose to engage in a preliminary Request for Supplier Qualifications process to select not less than three qualified Vendors who shall be invited to make a Submission. In circumstances where such a choice has been made to proceed through a preliminary Request for Supplier Qualifications process, an evaluation committee composed exactly as set forth in (a) and (b) above shall be established to determine the list of qualified Vendors who shall receive an invitation.

(d) Solicitations for consulting Services shall include evaluation criteria consistent with section 1.01 of this Policy to be used in the selection process.
CHAPTER 6
SELECTION OF SUCCESSFUL VENDORS

6.01 General Rule

(a) Except in the case of a Sole Source, an Acquisition with a dollar value (excluding taxes) under $10,000, or otherwise expressly permitted under this Policy, an Award shall be made to the Vendor whose Submission contained the Lowest Overall Cost.

(b) The rule in (a) shall be read with necessary modifications when a Solicitation includes a revenue component. In such circumstances, the Vendor who has made the Responsive Submission which has the best financial impact for the City shall receive the Award.

(c) When possible, Solicitations should include specific reference to those components of the definition of Lowest Overall Cost which pertain to the competition and which will be used in the analysis of Submissions.

(d) No legal obligation regarding the Procurement of any Good or Service is created until the City and the selected Vendor have entered into a written contract for the deliverables.

6.02 Exceptions

Notwithstanding section 6.01, an Award may be granted to a Vendor whose Submission did not contain the Lowest Overall Cost, in the following circumstances:

(a) When there has been a documented failure of the Vendor to provide appropriate performance in past Procurements with the City; and the Purchasing Officer gave notice to the Vendor at the time of the non-performance that the Vendor’s default or unsatisfactory performance would be taken into account in future competitions involving the Vendor;

(b) When considering proposals submitted in response to a Request for Proposals;

(c) When there are litigious circumstances as set forth in Section 6.04; and

(d) In Solicitations for consulting Services as set forth in Chapter 5.

6.03 In the Event of a Tie

(a) In the unlikely event that two or more identical bid Responsive Submissions are received in response to a Solicitation, the Purchasing Officer will offer an opportunity for Vendors to submit a revised Submission. Should a tie persist, the following factors will be considered:
(i) Payment discount;

(ii) When delivery is an important factor, the Vendor offering the best delivery date is given preference; and

(iii) a Vendor with an overall satisfactory performance record shall be given preference over a Vendor with no previous experience with the City who shall be given preference over a Vendor known to have an unsatisfactory performance record with the City.

If the considerations above do not break the tie, the Purchasing Officer shall determine the successful Vendor by means of a coin toss in the presence of the Vendors that submitted the identical bid prices. The outcome of the tie breaking method is final.

6.04 Litigation Exclusion Provision

(a) The City, acting through the City Treasurer in consultation with the City Solicitor, may, in its absolute discretion, reject a Submission submitted by a Vendor if the City is engaged in legal action against the Vendor, or if the Vendor or any officer or director of the Vendor is engaged, either directly or indirectly through a corporation or personally, in a legal action against the City, its elected representatives, appointed officers, or employees, in relation to:

(i) any other related contract or Services; or

(ii) any matter arising from the City’s exercise of its powers, duties, or functions.

(b) In determining whether or not to reject a Submission under this clause, the City Treasurer and the City Solicitor will consider whether:

(i) the litigation is likely to adversely affect the Vendor’s ability to work with the City, its consultants and representatives; or

(ii) the City’s experience with the Vendor indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is Awarded to the Vendor; or

(iii) the Vendor has been convicted of a criminal act against the City or one of its local boards or corporations; or

(iv) the Vendor has failed to satisfy an outstanding debt to the City or one of its Boards or subsidiaries; or

(v) there are reasonable grounds to believe it would not be in the best interests of the City to enter into a contract with the Vendor.
(c) The Purchasing Officer is to advise Council by way of a memorandum when the City Treasurer intends to exercise his or her discretion to reject a Submission in accordance with subsection (a).
CHAPTER 7
PROCUREMENTS WHICH MUST BE AWARDED BY COUNCIL

7.01 Contracts Which Must Be Awarded by Council

Despite the contents of Schedule 1 or any other requirement of this Policy, the following contracts shall be Awarded by Council and not staff:

(a) Contracts for the Acquisition of Goods and Services which have a term greater than 5 years and a day (including any rights of extension or renewal);

(b) Contracts which have not received funding either through Council adoption of an Estimates Committee report or other decision of Council;

(c) Non-Competitive Acquisitions $100,000 or over; or

(d) As directed by the Purchasing Officer.
CHAPTER 8
UNFORSEEN AND CONTINGENT EVENTS

8.01 Introduction

(a) Acquisitions are sometimes complicated by the happening of events and circumstances which are either entirely unforeseen or are foreseen with greater or lesser degrees of probability.

(b) The purpose of this Chapter is to make provision for the treatment of some of the more common examples of the foregoing. It is not intended to provide an exhaustive description of all possibilities.

8.02 Submissions Exceed Budget

In the event that all Responsive Submissions exceed the funds available for the completion of the project, the City may pursue the following options:

(a) The City may add funds to those already allocated to the project so that there are sufficient funds to permit an Award;

(b) All Submissions may be rejected and the City may cancel the Solicitation and abandon the Procurement;

(c) All Submissions may be rejected and the City may engage in a further Solicitation, either with amendments; or without amendments and a reasonable delay in time from the preceding Solicitation. Before proceeding to engage in a further Solicitation which does not include any significant amendment from the preceding Solicitation, the Purchasing Officer shall consider whether any unfair advantage will be obtained by any person by so proceeding, and the Purchasing Officer shall consult with the City Solicitor with respect to same; or

(d) If the Submission with the Lowest Overall Cost is within 20% of the available funds (excluding HST), the City may negotiate with the Vendor who’s Submission contained the Lowest Overall Cost in an attempt to achieve the Acquisition at a price which fits within the available funds. The City may proceed to negotiate with the Vendor who submitted the Submission with the next Lowest Overall Cost in the event that negotiations are unsuccessful, and so on until the City is able to negotiate a price or the City chooses to abandon the process and reject all Submissions. For purposes of the foregoing, negotiation may include minor adjustments in the specifications of the Goods and Services to be Acquired, and the minor adjustment of other obligations of the parties.
8.03 **Additional Costs Encountered During Completion of Contract or Project**

(a) Whenever any Acquisition has been authorized pursuant to this Policy, the responsible Operating Department Staff may authorize the disbursement of additional funds to complete the Acquisition where unexpected contingencies have arisen for which no or insufficient provision has been made, provided that:

(i) the additional funds are required in order to complete the work set out in the original contract;

(ii) there are sufficient funds in the applicable department budget to pay the additional funds; and

(iii) a contrary intention was not expressed in the original Council approval.

(b) If the rules in (a) are insufficient to provide the additional funds required to complete the work set out in the original contract, a further approval shall be required in respect of the funds, obtained as follows:

(i) if the contract was originally approved by Council, the additional funds required to complete the work shall be requested from Council; or

(ii) if the contract was originally approved by Staff, and additional funds remain in the budget, such funds shall be requested from the applicable General Manager; or

(iii) if the contract was originally approved by Staff and additional funds are not available in the budget, the additional funds shall be requested from Council.

8.04 **Application of Amounts Set Aside as a Contingency**

(a) Department Staff are encouraged to make reasonable provision for probable contingencies in the development of the Estimated Value, the specifications, and the contract documents for Acquisitions.

(b) The expenditure of any related contingency or allowance shall be a normal part of the administration of the contract for all purposes of this Policy.

(c) A contingency of up to 10% of the total contract amount may be added to the purchase order for a project contingency dependent on the availability of sufficient funds in the appropriate accounts as approved by City Council.
CHAPTER 9
PUBLIC DISCLOSURE, TRANSPARENCY AND INTEGRITY

9.01 General Rule

Citizens of the City and other interested members of the public are generally entitled to know the manner in which the municipality expends funds.

9.02 Application of Rule

All information in relation to Solicitations and prices paid for Goods and Services may be disclosed to the public in accordance with *Municipal Freedom of Information and Protection of Privacy Act*.

9.03 Integrity

Without limiting the application of the confidentiality provisions of the *Municipal Freedom of Information and Protection of Privacy Act* or the requirements of the Code of Conduct, no employee shall share confidential information with any potential Vendor which would cause that potential Vendor to gain an unfair advantage or to suffer any disadvantage in a competitive process for the supply of Goods and Services to the municipality.

9.04 Notice of Collection of Personal Information under this Policy

The *Municipal Freedom of Information and Protection of Privacy Act* makes public bodies accountable to the public and protects personal privacy. The privacy legislation stipulates a right of access to records held by public bodies and regulates how public bodies manage personal information. Personal Information, as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, is collected pursuant to sections 2, 4, 8, 9, 10 and 270 of the *Municipal Act, 2001*, and may be used for (i) execution of various functions of the City; (ii) administration of contracts or relationships between the City and its employees, suppliers, service providers, contractors, partners, and other; (iii) to contact bidders, suppliers, service providers, contractors, partners and others; (iv) City’s insurance purposes (including defense of claims); (v) collation of group and meta data); (vi) assessment of the City’s Purchasing and Procurement bylaws, policies, practices, and procedures; and (vii) as otherwise permitted by law. Questions about such collection should be directed to:

Purchasing Officer  
The Corporation of the City of Brantford  
100 Wellington Square, PO Box 818  
Brantford, Ontario N3T 5R7  
P: 519.759.4150  
Email: purchasing@brantford.ca
CHAPTER 10
ERRORS IN SUBMISSIONS

10.01 Recognition of Issue

The City recognizes that Submissions presented in response to Solicitations may, from time to time, contain errors, not all of which shall be fatal to the consideration of the Submission. The purpose of this Chapter is to define the consequences of certain common errors in Submissions.

10.02 Consequence of Errors in Non-Binding Acquisitions

In the event of an error or irregularity in a Non-Binding Acquisition, the Purchasing Officer will determine whether the error or irregularity may be corrected by the Vendor, after giving consideration to factors the Purchasing Officer deems appropriate, but which shall include: (a) fairness to other Vendors; (b) integrity of the process; (c) best practices; and (d) applicable law.

10.03 Consequences of Specific Varieties of Errors in Request for Tenders Submissions

Schedule 2 is a list of some errors or irregularities in the submission of a binding Solicitation to the municipality and the consequences associated with each such error or irregularity. Errors or irregularities which are capable of being corrected and have been corrected in accordance with Schedule 2 shall not prevent a Submission from being classified as “Responsive” for purposes of this Policy. Schedule 2 is not intended to provide an exhaustive description of all possibilities.
CHAPTER 11
ENFORCEMENT

11.01 Role of Purchasing Officer

(a) The Purchasing Officer shall monitor and direct compliance with this Policy.

(b) The Purchasing Officer may report transgressions of this Policy directly to Council, the CAO, the City Treasurer, or such other management staff of the City who may seem appropriate to him or her in the circumstances.

(c) It is the intention that in reporting transgressions pursuant to (b) above, the Purchasing Officer shall generally report to the next highest level in the management chain above the person who has committed the transgression, but the Purchasing Officer may report directly to a higher level if the consequences of the transgression appear especially significant to him or her.

(d) If reporting transgressions to the CAO or to Council pursuant to the foregoing, the Purchasing Officer shall liaise with and seek direction from the City Solicitor prior to so doing.

11.02 Independence of Purchasing Officer

(a) In fulfilling his or her role in enforcing compliance with this Policy and subject to section 11.01(d) above, the Purchasing Officer shall be independent of management structure and any inappropriate administrative or political influences.

(b) The Purchasing Officer shall otherwise be subject to usual management and administrative control and direction, including administrative control and direction regarding his or her administrative roles and responsibilities (such as the development of procedures) pursuant to this Policy.

11.03 Audit Rights

The Purchasing Officer shall have the right to examine any document or file in the possession of any Department Staff or Operating Department Staff which pertains to an Acquisition which is subject to this Policy.

11.04 Training

The Purchasing Officer shall conduct training as required to teach the requirements of this Policy.

11.05 Discipline
Breaches of this Policy by employees may be subject to disciplinary action in accordance with principles and practices enforced by the Human Resources Department.

11.06 Accountability

Staff is accountable for the decisions and actions which they take pursuant to this Policy and in the administration of contracts which have been Awarded pursuant to this Policy.
12.01 Vendor Performance Program

(a) The purpose of the vendor performance program is to monitor the performance of City Vendors. It shall be a tool used by the City to hold Vendors accountable for their actions and their responsibilities under a contract with the City as well as a means to communicate to the Vendor both positive and negative demonstrated performance.

(b) The goals of the vendor performance program are:

(i) to achieve best value for taxpayer dollars;

(ii) to measure, monitor, evaluate, and report on Vendor performance;

(iii) to create an atmosphere that fosters better communication and results in improved City-Vendor relationships;

(iv) to protect the City's interest and provide transparency on what the City's expectations are, what evaluation criteria will be used to assess Vendor performance and what the outcomes will be as a result;

(v) to create a mechanism to inform future contract Awards and prevent contracting with poor performers.

12.02 Scorecard

(a) A Vendor performance scorecard (“Scorecard”) shall be a tool to capture a Vendor's level of performance to the City.

(b) A Scorecard shall be completed for all contracts with a value of or in excess of $100,000.00 (not including HST). For any contracts valued less than $100,000.00, a Scorecard may be completed upon request of the contract administrator or the Purchasing staff member.

(c) A Scorecard shall be completed by the contract administrator of the client department involved in the Procurement. In completing the Scorecard, the contract administrator may contact other City staff, third party vendors and consultants for their comments. Once complete, the Scorecard shall be forwarded for further comment and consideration by the Purchasing staff member.

(d) Once complete, the Scorecard shall be forwarded to the Vendor by the Purchasing staff member. If warranted, a meeting will be scheduled with the Vendor, the contract administrator and the Purchasing staff member to discuss
the Scorecard. If no meeting has been requested by the City, the Vendor has ten (10) Working Days to respond to the Purchasing staff member to request a meeting to discuss the Scorecard. Vendor Scorecards will be retained in the Vendor performance database. Unsatisfactory performance may be considered and result in a negative outcome for Vendors on future Solicitations.

12.03 Poor Performance

(a) When, in the opinion of the Purchasing Officer, a significant poor Vendor performance or professional conduct issues has occurred during the course of any contract (regardless of the dollar value), whether or not recorded on a Scorecard, the City may proceed with a "Vendor Performance Infraction" or any other action deemed appropriate.

(b) A Vendor Performance Infraction involves a three stage approach to allow the City to work with the Vendor to resolve poor performance issues. The three stages include:

   Stage 1: Communication of City dissatisfaction
   Stage 2: Formal Notice; and
   Stage 3: Notice of Consequences.

(c) Stage 1 may be formal or informal discussions, meetings, or correspondence between the Vendor and the Department Staff contract administrator. Stage 1 may also include the involvement of City staff from the Purchasing Department. It may or may not expressly identify as being part of a Vendor Performance Infraction. The purpose is to attempt to communicate to Vendor, some or all of the following:

(i) the nature of the poor performance;
(ii) the impact the poor performance has on the City’s operation or project;
(iii) the actions or corrective actions expected of the Vendor, and related timeframes; and
(iv) the consequences, or potential consequences, if the Vendor fails to take the requisite action, or otherwise continues in their poor performance.

(d) Stage 2 is a formal written notice, to be issued by either the Purchasing Officer or the City Solicitor. It will formally notify the Vendor of:

(i) the nature of the poor performance, with reference to the agreement;
(ii) the steps necessary to remedy the issue or to otherwise move towards rectification, including a timeline; and
(iii) the consequences, or potential consequences, if the Vendor fails to take the requisite action, or otherwise continues in their poor performance.
Stage 2 (Formal Notice) may be issued, at the discretion of the Purchasing Officer or City Solicitor, as the case may be, more than one time. Examples may include:

(i) a Vendor has responded to an initial Stage 2 notice and made progress towards full remedial action. A second formal notice may be issued to document the progress, the next steps, and a timeline;
(ii) a Vendor has raised substantive issues which affect the contents of the prior formal notice;
(iii) it is considered appropriate to grant a final opportunity for the Vendor to rectify or otherwise remedy the identified issues; or
(iv) a Vendor complied with a formal notice, but again falls into poor performance later in the performance of the contract.

In the event that the Vendor does not comply with the Formal Notice (Stage 2), the City may proceed to Stage 3. Stage 3 shall be issued by either the Purchasing Officer or the City Solicitor and provide written notice of the implications of the continued poor performance, which may include:

(i) termination of the contract;
(ii) exclusion of the Vendor from participating in future Solicitations, for a specific time period (“Exclusion”);
(iii) a demand for damages;
(iv) claiming under applicable bonds or sureties;
(v) remedies expressly contained in the contract; and
(vi) other remedies available at law.

Stage 3 will be completed in consultation with the Purchasing Officer, the City Solicitor, and the General Manager of the operating department. The Purchasing Officer will provide notice of the contents of Notice of Consequences to the Finance Department (if applicable), and to other City staff with contracts with the Vendor.

12.04 Administrative Appeal of Exclusion

(a) If a Vendor Performance Infraction proceeds to Stage 3, resulting in an Exclusion, the Vendor may, within 15 Working Days of notice of the Exclusion, appeal the Exclusion by submitting to the Purchasing Officer a written appeal, giving full details and explanation as to the history of the events, and identifying why the Vendor believe the exclusion should not be applied.

(b) Within 15 Working Days of receiving an appeal to the Exclusion, the Purchasing Officer will schedule a meeting with: (i) the applicable General Manager; (ii) the Purchasing Officer; (iii) the Purchasing staff member assigned to that Procurement file; a City staff member with knowledge of the Procurement and
the Vendor's poor performance; (iv) such other City staff deemed appropriate by the Purchasing Officer; (v) the Vendor (or in the case of a corporation, the Vendor's President); and (vi) one additional representative of the Vendor. The Vendor will be given an opportunity to explain and defend the Vendor's performance and request that the Exclusion be reconsidered.

(c) If the Vendor is not satisfied by the results of the appeal of the Exclusion, the Vendor may elect to contact the City Solicitor.
<table>
<thead>
<tr>
<th>Dollar Value</th>
<th>Procurement Process</th>
<th>Who administers the acquisition process?</th>
<th>Contract Signing Authority</th>
</tr>
</thead>
</table>
| Under $10,000| • May use any acquisition process.  
• Non-Competitive Acquisition is permitted. | Department Staff  
• Purchasing Division Staff may assist if required. | • Staff member of applicable department with applicable signing authority.  
• Payment via p-card, where accepted.  
• Value of contract meets budget. |
| $10,000 - $50,000 | • Must obtain at least three written quotations unless there are insufficient Vendors.  
• Low value quote form must be completed by Department Staff.  
• Award must be to Lowest Responsive Submission.  
• The following are not permitted:  
  • Multi-year agreements;  
  • Options to Buy; or  
  • Options to Renew | Department Staff  
• Purchasing Division Staff may assist as required. | • Form of agreement shall be a purchase order unless directed otherwise by the Purchasing Officer.  
• Staff member of applicable department with applicable signing authority authorizes Purchasing to issue a purchase order.  
• Value of contract meets budget. |
| $50,001 - $249,999 | • Public advertising is required.  
• Unless a Non-Competitive Acquisition is permitted by this Policy, the Procurement Methods available are:  
  - Request for Tenders (RFT)  
  - Request for Quotations (RFQ)  
  - Request for Proposals (RFP)  
  - Request for Supplier Qualifications (RFSQ)  
  - Co-op, GPO, professional services roster or vendor of record  
  - As other determined by the Purchasing Officer  
• In the case of professional services from a roster with a value of $100,000 - $249,999 a Request for Quotations is required. | Purchasing Division Staff | • Staff member of applicable department with applicable signing authority, plus the Purchasing Officer.  
• Form of agreement to be determined by Purchasing Officer.  
• Value of contract meets budget. |
<table>
<thead>
<tr>
<th>Dollar Value (excluding taxes)</th>
<th>Procurement Process</th>
<th>Who administers the acquisition process?</th>
<th>Contract Signing Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250,000 or greater</td>
<td></td>
<td>Purchasing Division Staff</td>
<td>CAO, City Treasurer, or applicable General Manager with applicable signing authority plus the Purchasing Officer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Form of agreement shall be formal contract unless directed otherwise by the Purchasing Officer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Value of contract meets budget.</td>
</tr>
<tr>
<td>Non-Competitive Acquisitions under $100,000</td>
<td>Approval of Non-Competitive Acquisition form by applicable General Manager and Purchasing Officer</td>
<td>Department Staff Purchasing Division Staff may assist as required.</td>
<td>Staff member of applicable department with applicable signing authority plus the Purchasing Officer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Form of agreement to be determined by the Purchasing Officer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Value of contract meets budget.</td>
</tr>
<tr>
<td>Non-Competitive Acquisitions $100,000 and over</td>
<td>Council approval required.</td>
<td>Department Staff Purchasing Division Staff may assist as required.</td>
<td>Mayor plus City Clerk or as set out in the Council approval.</td>
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<td></td>
<td></td>
<td></td>
<td>Form of agreement to be determined by the Purchasing Officer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Value of contract meets budget.</td>
</tr>
<tr>
<td>Renewal: renewal agreement for continued provisions of Goods and Services</td>
<td>Must be triggering a right to renew in an existing agreement. On such terms and means as determined by the Purchasing Officer in consideration of the terms of the original agreement.</td>
<td>Department Staff Purchasing Division Staff may assist as required.</td>
<td>Staff member of the applicable department with applicable signing authority plus the Purchasing Officer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Form of agreement to be determined by the Purchasing Officer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Value of contract meets budget.</td>
</tr>
<tr>
<td>Dollar Value (excluding taxes)</td>
<td>Procurement Process</td>
<td>Who administers the acquisition process?</td>
<td>Contract Signing Authority</td>
</tr>
<tr>
<td>-------------------------------</td>
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</tr>
</tbody>
</table>
| **Extension**: extension of an agreement for Goods and Services | Council approval required. Only one extension permitted unless otherwise authorized by Council. | Department Staff  
- Purchasing Division Staff may assist as required. | • Mayor plus City Clerk or as set out in the Council approval.  
• Form of agreement to be determined by the Purchasing Officer.  
• Value of contract meets budget. |
| **Amendment**: any agreement to change the terms of the original agreement that is not an Option to Buy, renewal or extension agreement and not through a change order process as permitted in the original agreement | As determined by the Purchasing Officer in consideration of the terms of the original agreement, and will not result in a budget variance. | Department Staff  
- Purchasing Division Staff may assist as required. | • Staff member of the applicable department with applicable signing authority plus the Purchasing Officer.  
• Form of agreement to be determined by the Purchasing Officer.  
• Value of contract meets budget. |
| **Disposal of Surplus Goods** | In accordance with section 2.08. | Purchasing Staff in consultation with Department Staff  
- Form of agreement to be determined by Legal, if applicable. | • Applicable Director, General Manager, CAO or the Purchasing Officer.  
• Form of agreement to be determined by Legal, if applicable.  
• Value of contract meets budget. |
| **Option to Buy** | In accordance with the terms of the original agreement. | Purchasing Staff in consultation with Department Staff  
- Form of agreement to be determined by the Purchasing Officer  
- Value of contract meets budget. | • Staff member of the applicable department with applicable signing authority.  
• Form of agreement to be determined by the Purchasing Officer  
• Value of contract meets budget. |
### SCHEDULE 2

**ERRORS AND IRREGULARITIES IN REQUEST FOR TENDERS AND CONSEQUENCES OF EACH ERROR OR IRREGULARITY**

<table>
<thead>
<tr>
<th>ERROR OR IRREGULARITY</th>
<th>CONSEQUENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late submission.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid not submitted through Electronic Bidding System.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid Form not signed.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Failure to provide bid security when required by Solicitation.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid security, when required by Solicitation is either unenforceable or is not fully enforceable on its face.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Bid security, when required by Solicitation, is not in required amount or format.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>The City is unable to verify the E-bond bid security, where bid security is required by Solicitation.</td>
<td>Upon request by the City, the Vendor shall, within 2 business days, remedy the verification to the City’s satisfaction or submit the original bid security. Failure to comply shall result in rejection.</td>
</tr>
<tr>
<td>Addendum, if issued, not acknowledged.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Failure to attend mandatory site meeting, if applicable, at the time specified in the Solicitation or failure to sign in as required in the Solicitation.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Submission contains something which requires clarification, as determined in the sole discretion of the Purchasing Officer, AND where Purchasing Officer determines, in their sole discretion, that such clarification will not result in an unfair advantage to other Vendors who participated in the Solicitation</td>
<td>Upon request by the City, the Vendor shall, within 2 business days, provide the requested clarification to the satisfaction of the City. Failure to comply shall result in rejection.</td>
</tr>
<tr>
<td>Incorrect or unclear math calculation</td>
<td>Upon request by the City, the Vendor shall, within 2 business days, confirm the mathematical calculation. Failure to comply shall result in rejection.</td>
</tr>
</tbody>
</table>
SCHEDULE 3

EXEMPTIONS

Operating Department Staff shall not be required to comply with this Policy for the following Acquisitions:

1. Transaction-specific exceptions approved by Council

   Transaction-specific exceptions approved by Council from time to time through resolution, it being the intention that any new exceptions of general or continuing application will be approved by By-law as additions to this Schedule.

2. Training and Education

   (a) Conferences, conventions, workshops, courses and seminars
   (b) Magazines, subscriptions, books and periodicals
   (c) Memberships
   (d) Staff development

3. Refundable Employee Expenses

   (a) Advances
   (b) Meal Allowances
   (c) Travel and Entertainment

4. Employer’s General Expenses

   (a) Reimbursed Employee expenses
   (b) Payroll and honoraria remittances
   (c) Medical exams
   (d) Government licence fees
   (e) Grants and levies payable to outside agencies
   (f) Grants pursuant to community improvement plans and other similar initiatives
   (g) Damage and insurance deductible claims
   (h) Petty cash replenishment
   (i) Tax remittances
   (j) Refunds/overpayments of taxes/fees
   (k) Payments pursuant to agreements approved by Council
   (l) Realty taxes
   (m) Payment for employment
   (n) Bank charges and Services payable to the Council-approved banker
5. Professional and Special Services

(a) Special tax, accounting and audit Services and advice from Council-approved auditor
(b) Legal and ancillary Services
(c) Witness fees
(d) Council honoraria
(e) Real estate appraisals
(f) Arbitration fees
(g) Counseling fees
(h) Advertising
(i) Entertainers for theatre or special events
(j) Medical fees

6. Utilities

(a) Water & Sewage
(b) Natural Gas
(c) Electricity
(d) Services and Inspection of the Technical Safety Standards Association (TSSA)
(e) Postage
(f) Cable or Television charges
(g) Utility relocation
(h) Telephone (basic Services), Cellular and Wireless Devices

7. Real Property Interests

(a) All real estate transactions

8. Election materials and equipment including any ancillary Services.

9. Acquisitions resulting in agreements where all the following are met:
(a) the agreement is managed by Operating Department Staff from the Health & Human Services Commission;

(b) the term of the agreement does not exceed the lesser of:
   (i) five years; or
   (ii) the term of guaranteed funding pursuant to a government grant or government program;

(c) the agreement is within budgetary limits;

(d) the agreement is reasonably required to fulfill City obligations pursuant to a government program, for which provincial or federal funding is being provided;

(e) the agreement is with a not-for-profit organization or entity; and

(f) the Acquisition meets one of the following requirements:
   (i) the Acquisition is within an existing program and will result in an agreement that does not have substantial substantive changes from previous agreements, where a determination of substantial substantive changes is made by the General Manager of Health & Human Services, in consultation with the Purchasing Officer; or
   (ii) the Acquisitions is arising pursuant to the terms of a government grant and the value of the contract is being fully funded by the terms of the grant;
POLICY STATEMENT:
(Purpose/Objective)

The Council of The Corporation of the City of Brantford, as a duly elected municipal government, is directly accountable to its constituents for its legislative decision making, policies, and administrative functions. Council’s decisions are generally expressed by by-law or Resolution of Council, carried by a majority vote. The efficient management of the municipal corporation and the need to respond to issues in a timely fashion require Council to entrust certain powers and duties to Municipal Staff, while concurrently maintaining accountability, which can be effectively accomplished through the delegation of legislative and administrative functions. Council authority will be delegated within the Delegation of Authority By-law and as permitted by the Municipal Act, 2001, as amended, and will respect the applicable restrictions set out in that Act and the regulations made under it.

The Municipal Act, 2001, as amended, requires that all municipalities adopt and maintain a policy with respect to the delegation of Council’s legislative and administrative authority. The purpose of this policy is to set out the scope of the powers and duties pursuant to which Council may delegate its legislative and administrative authority, and to establish principles governing such delegation. This policy has been developed in accordance with the Municipal Act, 2001, as amended, in order to comply with paragraph 6 of subsection 270(1), section 23.1 and other applicable sections of that Act. This policy applies to all committees of Council, departments and Municipal Staff.

Definitions
In this Article,

(a) “legislative powers” includes all matters where Council carries out legislative or quasi-judicial functions, including enacting by-laws, setting policies, and exercising decision-making authority.

(b) “administrative powers” includes all matters required for the management of the corporation, which matters do not involve discretionary decision making.

Policy requirements
The following specific policies shall be applied when considering a delegation of authority from Council to any Municipal Staff, person, or body:

(a) all delegations of Council powers, duties or functions shall be effected by by-law;

(b) unless a power, duty or function of Council has been expressly delegated by by-law, all of the powers, duties and functions of Council remain with Council;

(c) a delegation of a power, duty or function under this by-law to any member of
Municipal Staff includes a delegation to a person who is identified by the Chief Administrative Officer or selected from time to time by the delegate to act in the capacity of the delegate, which sub-delegation shall be set out in writing;

(d) legislative powers may be delegated by Council where, in the opinion of Council, they are of a minor nature or where Council has explicitly provided for the terms and conditions under which the powers shall be exercised, and must take into account the restrictions set out in the Municipal Act, 2001, as amended, and the regulations made under it;

(e) administrative powers may generally be delegated, subject to the conditions set out in the delegation and in the Delegation of Authority By-law, and must take into account the restrictions set out in the Municipal Act, 2001, as amended, and the regulations made under it.

(f) the Clerk shall attach the Delegation of Authority by-law, as amended from time to time, hereto for ease of reference.

RELATED POLICY PROCEDURES/GUIDELINES:
Delegation of Authority By-law, as amended from time to time, attached.

<table>
<thead>
<tr>
<th>Date of Enactment: March 2020</th>
<th>Related By-law Number/Staff Report Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>By-law 62-2012</td>
</tr>
<tr>
<td></td>
<td>By-law 66-2016/CS2016-043</td>
</tr>
<tr>
<td></td>
<td>By-law 78-2018/CAO2018-001/</td>
</tr>
<tr>
<td></td>
<td>PW2017-053/CS2016-078 2020-064</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Review and Amendment Dates:</th>
<th>Department Responsible for Review: Clerk’s Department and Legal Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 2012 (Bylaw 73-2012)</td>
<td></td>
</tr>
<tr>
<td>December 16, 2013 (126-2013)</td>
<td></td>
</tr>
<tr>
<td>May 26, 2014 (61-2014)</td>
<td></td>
</tr>
<tr>
<td>April 26, 2016 (66-2016)</td>
<td></td>
</tr>
<tr>
<td>May 28, 2018 (78-2018)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Next Review: 2022</th>
<th>Applicable Legislation/Legislative Authority: Municipal Act, 2001</th>
</tr>
</thead>
</table>

Date of Enactment: March 2020

Related By-law Number/Staff Report Number:
- By-law 62-2012
- By-law 66-2016/CS2016-043
- By-law 78-2018/CAO2018-001/
- PW2017-053/CS2016-078 2020-064

Review and Amendment Dates:
- August 2012 (Bylaw 73-2012)
- December 16, 2013 (126-2013)
- May 26, 2014 (61-2014)
- April 26, 2016 (66-2016)
- May 28, 2018 (78-2018)

Department Responsible for Review: Clerk’s Department and Legal Department

Date of Next Review: 2022

Applicable Legislation/Legislative Authority: Municipal Act, 2001
BY-LAW NUMBER XX-XXXX
OF
THE CORPORATION OF THE CITY OF BRANTFORD

To Delegate to City Staff the Authority to Approve and Execute all Documents individually listed on Schedules “A” through “G” attached hereto and forming part of this By-law

WHEREAS the Municipal Act, 2001, as amended, permits the delegation of authority of City staff with certain limitations as set out in sections 23.1 – 23.4;

WHEREAS in accordance with the City’s Delegation of Authority Policy all delegations of Council powers, duties or functions shall be effected by by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF BRANTFORD HEREBY ENACTS AS FOLLOWS:

1. The documents described in the Schedules to this by-law are hereby authorized and the authority to approve and to execute such documents is hereby delegated to the municipal staff persons identified in respect of each document in the Schedules without the necessity of obtaining Council approval for the execution of such documents. Any documents executed in accordance with this by-law and its Schedules shall be binding upon the Corporation to the same extent as if the documents had been individually approved by Council and executed on behalf of the Corporation.

2. Where any document has been executed in compliance with this by-law, the Clerk may affix the seal of the Corporation to such document.

3. The authority delegated to staff to execute any document pursuant to this by-law is subject to any terms, conditions, pre-requisites, or other requirements expressed in the Schedules which pertain to each such document, and documents shall only be executed by the municipal staff if:

(a) The staff person executing the document is the staff person identified in the applicable Schedule as the person or a member of the class of persons authorized to execute the document or has been delegated the power to execute the document by the Chief Administrative Officer or the person identified in the applicable Schedule; and,

(b) Any terms, conditions, pre-requisites or other requirements expressed in the Schedules which pertain to the document have been fully and completely satisfied prior to execution.

4. An original copy of any document executed pursuant to this by-law shall be forthwith deposited with the Clerk for safekeeping immediately following its execution.

5. Nothing in this by-law shall be interpreted to invalidate any document executed by any City Official where such execution was performed in accordance with any other by-law, Rule of Law, or applicable statutory authority.

6. Where any document is required or authorized to be executed by the Mayor and Clerk pursuant to this by-law, the arrangements for executing the document shall be managed through the Office of the City Clerk. Persons requesting the execution of documents by the Mayor and Clerk shall provide such evidence, in the format prescribed from time to time by the City Clerk, demonstrating compliance with any terms, conditions, pre-requisites or other requirements expressed in the Schedules.

7. Chapter 160 of the City of Brantford Municipal Code is hereby repealed.

8. This by-law shall not be consolidated within the City of Brantford Municipal Code.

9. For the purposes of this by-law, a reference to a General Manager shall also include a reference to the Fire Chief.
10. For the purposes of this by-law, a staff person who is in an “acting” role, shall be delegated the same authority as the position he or she is acting in.

11. Where a title that is referenced in this by-law is eliminated or changed by the City, the delegation of authority shall be deemed to be to the person who is of a similar level of authority or to the person in organizational structure to whom that position previously reported.

12. Where the language of this by-law contradicts a policy of the City, this by-law shall govern.

13. This By-law comes into force and effect upon the date of passing hereof.

READ A FIRST TIME: ENTER DATE
READ A SECOND TIME: ENTER DATE
PASSED: ENTER DATE

__________________________  ____________________________
MAYOR  CITY CLERK
<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document</th>
<th>Staff Position Authorized to Execute Document</th>
<th>Terms, Conditions, Pre-Requisites or Other Conditions Which Must be Satisfied Prior to Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All documents set out in this Schedule</td>
<td>Chief Administrative Officer</td>
<td>As per the requirements set out in each section of this Schedule.</td>
</tr>
<tr>
<td>2</td>
<td>Applications, petitions and other claims or requests and resulting agreements for Federal or Provincial or Institutional grants, subsidies or other remuneration</td>
<td>Applicable General Manager or Director</td>
<td>Municipal portion of applicable project must be within approved budget. Form of document to be approved by City Solicitor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Any supporting statements or other reports may be executed by the staff person or municipal officials required to execute such supporting statements or other reports.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Agreements with the Federal or Provincial Crown, or with Private Sector benefactors for the receipt of contributions to offset costs in any municipal project</td>
<td>Applicable General Manager or Director</td>
<td>Municipal portion of applicable project must be within approved budget. Agreement must not contain any significant obligations on the part of the City, other than accounting for the funding and applying same for the purposes defined in the agreement. Approval of City Treasurer, Director of Finance. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>4</td>
<td>Confidentiality agreements made with commercial entities in respect of information supplied to the City under circumstances where confidentiality is required</td>
<td>Applicable General Manager</td>
<td>The agreement must include provision permitting disclosure of the confidential information in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>5</td>
<td>Agreements for the short-term licence or rental for use by the City of facilities owned by others</td>
<td>Director, Manager, or Supervisor responsible for operation of the City event or program to be carried on at the facility being rented.</td>
<td>The agreement must involve the expenditure of less than $5,000 and shall be of a term of 7 days or less. Rental or licence fee must be within approved budget of department.</td>
</tr>
<tr>
<td>6</td>
<td>Agreement to sell advertising in City publications or facilities or on City assets</td>
<td>Applicable General Managers, Directors, Managers or Marketing and Sales staff who are engaged in the sale of advertising for the publication or have the responsibility for the facility or have the responsibility for the asset.</td>
<td>Advertising content must meet community standards, as determined by applicable General Manager and Director of Communications and Community Engagement where such compliance is in question. Form of agreement to be approved by City Solicitor.</td>
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</tr>
<tr>
<td>7</td>
<td>Agreements for short-term rental or use of City facilities, where cost of the rental is in excess of $500.00</td>
<td>Manager responsible for the operation of the programs at the applicable facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The term of the rental or use of property shall be for a period of 30 days or less, or, in the case of agreements for the use of sporting facilities, for a period of not longer than one sporting season's use of the facility. For the purpose of the foregoing, a season shall be determined in accordance with the particular season for the sport for which the facility is rented. Form of agreement to be approved by City Solicitor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Agreements for short-term, low cost rental or use of City facilities</td>
<td>Manager, Supervisor, or Administrative Clerk responsible for the operation of the programs at the applicable facility or within the same Commission</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For agreements, for the use of sporting facilities with the term of the rental or use of property for a period of 30 days or less. The agreement must involve the expenditure or receipt of less than $500.00.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Compliance or other reports required to be filed with the federal or provincial government or an agency pursuant to any statute or regulation, in relation to any municipal facility or other activity</td>
<td>Applicable staff person or municipal official required to execute such compliance or other reports. If staff person or official is not designated in the statute or regulation the applicable General Manager will execute</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accuracy of statements in compliance or other report.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Applications for approvals from any federal or provincial authority necessary to carry out any municipal project or to operate any municipal facility</td>
<td>Applicable General Manager or applicable Director charged with the completion of the project or the operation of the facility</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The operation of the municipal facility or the undertaking of project must be in the budget for the current year or otherwise approved by Council.</td>
<td></td>
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</tr>
<tr>
<td>11</td>
<td>Routine correspondence associated with job functions</td>
<td>All staff</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subject to direction from applicable management staff.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Ancillary Agreements necessary for the completion of projects approved by Council</td>
<td>Applicable General Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Form of the agreement to be approved by the City Solicitor. The approval of the City Treasurer or Director of Finance.</td>
<td></td>
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</tr>
<tr>
<td>13</td>
<td>Agreements with private sector benefactors or sponsors for the receipt of contributions to offset the costs in any municipal project, service or initiative in return for recognition, acknowledgement or other promotional consideration</td>
<td>Applicable General Manager, Director, or Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The terms of the agreement must be in accordance with the Sponsorship and Donation Policy. The agreement must not contain any naming rights. Approval of City Treasurer or Director of Finance. Form of agreement to be approved by City Solicitor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Applications, petitions and other claims or requests for emergency assistance from provincial or federal government or other agencies</td>
<td>Applicable General Manager or Emergency Management Program Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any supporting documents, statements, or other reports necessary to support the application, petition, claim or request may be signed by the staff person or municipal official authorized to execute such supporting documents, statements, or other reports.</td>
<td></td>
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<td></td>
<td>Must be to respond to an emergency within the community.</td>
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</tr>
<tr>
<td></td>
<td>Description</td>
<td>Applicable Official</td>
<td>Condition/Details</td>
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</tr>
<tr>
<td>15</td>
<td>Letters of Understanding between the City and its Unions</td>
<td>Director of Human Resources</td>
<td>Upon the recommendation of the appropriate staff person responsible for managing the unionized employees and provided it is within an approved budget.</td>
</tr>
<tr>
<td>16</td>
<td>Collective Agreements</td>
<td>General Manager and Director of Human Resources</td>
<td>Upon ratification of Council.</td>
</tr>
<tr>
<td>17</td>
<td>Donation Agreement</td>
<td>Staff person responsible for program or project that donation is in relation to</td>
<td>The agreement to be in accordance with the Sponsorship and Donation Policy.</td>
</tr>
<tr>
<td>18</td>
<td>Loan Agreement, where artifacts are loaned to other institution</td>
<td>Staff person responsible for the artifact</td>
<td>The agreement shall not impose any financial or liability obligations on the City of Brantford.</td>
</tr>
<tr>
<td>19</td>
<td>Application for a Liquor License</td>
<td>General Manager or Director</td>
<td>Application must be within an approved budget.</td>
</tr>
<tr>
<td>20</td>
<td>Planning application in relation to City property</td>
<td>General Manager responsible for implementation of the project</td>
<td>Approval for the project must have been received from Council. Costs of the application must be within an approved budget.</td>
</tr>
<tr>
<td>No.</td>
<td>Type of Document</td>
<td>Staff Position Authorized to Execute Document</td>
<td>Terms, Conditions, Pre-requisites or Other Conditions Which Must Be Satisfied Prior to Execution</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Documents required to finalize insurance settlements</td>
<td>City Clerk</td>
<td>Any cost must be within insurance deductible levels. Form of documents to be approved by City Solicitor.</td>
</tr>
<tr>
<td>2</td>
<td>Amendment of existing City Insurance Agreements other than insurance contracts with Human Resources benefit carriers</td>
<td>City Clerk</td>
<td>Required in order to accommodate changes in assets of municipality. Award of new contracts to be in accordance with City Purchasing Policy. Form of amendment agreements to be approved by City Solicitor.</td>
</tr>
<tr>
<td>3</td>
<td>Electronic signature of Land Registry documents (electronic registration) and documents in the Registry System</td>
<td>City Solicitor, Legal Counsel, Manager of Real Estate, or Law Clerk</td>
<td>For transactions, transaction must have been authorized by Council. This will include acquisition of lands pursuant to planning and development approvals under the Planning Act, including decisions of the Committee of Adjustment. It will also include the execution of other documents required to be registered in the course of a transaction approved by Council which are necessarily incidental thereto. For registration of orders, covenants, rights, and other agreements or documents in order to protect interests of municipality or comply with any statutory requirements, determination by City Solicitor that such registration is required. For release of orders, covenants, rights, and other agreements in favour of the municipality written confirmation from responsible Applicable Director that same may be released.</td>
</tr>
<tr>
<td>4</td>
<td>Discharges of mortgages (electronic registration or Registry System)</td>
<td>City Solicitor or Legal Counsel</td>
<td>Written confirmation from City Treasurer that monies owing have been satisfied and discharge may be registered.</td>
</tr>
<tr>
<td>5</td>
<td>Agreements of purchase and sale of land</td>
<td>Mayor and Clerk</td>
<td>Agreement must have been approved by City Solicitor and must contain a “true condition precedent” requiring Council approval before agreement becomes effective.</td>
</tr>
<tr>
<td>6</td>
<td>Temporary Licences and Leases of City-owned Property</td>
<td>Manager of Real Estate or City Solicitor</td>
<td>In the case of contracts involving the leasing or use of property owned by the City, the agreement is for a year or less or on a month to month basis. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td></td>
<td>Documents required to settle any litigation brought by or against the City, or in anticipation or avoidance of litigation, other than insurable matters or the insured portion of any partially uninsured claims</td>
<td>City Solicitor or Legal Counsel</td>
<td>Approval of the applicable General Manager with jurisdiction over the subject matter of the litigation. Any costs in respect of the proposed settlement must be within the approved budget of the applicable General Manager in respect of the project or matter.</td>
</tr>
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</tr>
<tr>
<td>8</td>
<td>Documents required to file or prosecute litigation brought on behalf of the City</td>
<td>City Solicitor or Legal Counsel. Affidavits in motions and applications shall be executed by the appropriate Officer or other employee as determined by the City Solicitor</td>
<td>Commencement of litigation will require the approval of the applicable General Manager, Chief Administrative Officer, or Council. Despite the foregoing, litigation in routine collection matters may be commenced upon the request of the applicable Director of the applicable Department to which the account is owed. Prosecutions and law enforcement proceedings shall be in the discretion of the City Solicitor or designee. In urgent or emergency circumstances, the City Solicitor shall have the option to unilaterally commence any proceeding where the protection of the City's interest requires the commencement of a proceeding and it is impractical under the circumstances to obtain approval from the applicable General Manager, the Chief Administrative Officer, or Council. Other documents required in the prosecution or continuation of proceedings as required in the discretion of the City Solicitor, according to normal practices and usual authority to solicitors acting in litigious matters.</td>
</tr>
<tr>
<td>9</td>
<td>Consents or Objections to Applications for Title Absolute or First Registration</td>
<td>City Solicitor</td>
<td>Determination by City Solicitor that City's interest will not be adversely affected.</td>
</tr>
<tr>
<td>10</td>
<td>Undertakings, Statutory Declarations, Affidavits and other documents required in connection with real estate or other transactions</td>
<td>City Solicitor</td>
<td>Transaction must have been authorized by Council. This will include acquisition of lands pursuant to planning and development approvals under the <em>Planning Act</em>, including decisions of the Committee of Adjustment.</td>
</tr>
<tr>
<td>11</td>
<td>Application to release industrial development covenants and option to purchase</td>
<td>City Solicitor, Legal Counsel or Manager of Real Estate or solicitor acting on behalf of landowner where specific authorization is given by any of the above</td>
<td>The required square footage has been constructed and seven years have passed or the seven-year period has not passed by the required square footage has been constructed and the General Manager of Community Development has determined that because of the lot size and site development no practical purposes would be served by continuing to have the covenants or option apply to the lands. For the purpose of determining the adequacy of the required square footage a variance of less than 1 percent of the required square footage is allowed. Where the original lot has been severed and individual industrial development covenants were not established, 10 percent lot coverage is required for each parcel.</td>
</tr>
</tbody>
</table>
|   | Consent to the transfer, mortgage or sale of part of an industrial parcel | Mayor and Clerk | Written confirmation by the General Manager of Community Development Commission, the Director of Economic Development & Tourism, the City Solicitor, or the Manager of Real Estate that the transfer, mortgage, charge, financing agreement or sale are part of a scheme to develop an industrial building on industrial lands on which all construction has been completed in accordance with covenants in favour of the City and that:

1. The transfer is for the purpose of effecting a severance and is from the registered owner to the same registered owner
2. The mortgage, charge or other financing is for the construction of an industrial building on the land, or
3. The sale is of a completed industrial building having a ground floor area of at least 10 percent of the area of the land being conveyed or such other ground floor area determined by Council policy. |
|   | Documents required to settle any appeal to the Assessment Review Board to which the City is a party | City Treasurer | Any change in current value assessment must be less than $1,000,000. Form of documents to be approved by City Solicitor. |
|   | Internship agreements with educational institutions for engagement of interns or co-op students | Director of Human Resources or Manager of Health, Wellness and Safety | Cost of internship must be within approved City budget. Agreement must not contain any significant obligations on the part of the City. Form of agreement to be approved by City Solicitor. |
|   | Land Title Corrections or Application General to Correct Land Title | City Solicitor, Legal Counsel or Law Clerk | Error or omission in Land Titles conversion demonstrated upon satisfactory review of title documents and opinion of providing that correction is necessary. |
|   | Development charges extension agreements | Director of Finance | Development charge to be deferred must be in relation to one or more additional units. Commercial or industrial development charges are not eligible for deferral. Agreement will require interest to be paid on the amounts deferred at the same rate charged for unpaid property taxes. Form of the agreement to be approved by the City Solicitor. Agreement to provide that it shall have been registered against the lands to which the development charge relates before the issuance of the applicable building permit, and that the deferral of development charges shall only be effective when the agreement has been so registered. Agreement shall recite statutory provisions indicating that the deferred development charges are a lien on the lands. Applicable e-reg fees for registered and discharging the |
agreement to be paid to the City in advance at the time that a request for the deferral agreement is made.

The agreement shall specify a maximum period of deferral ending on the earlier of the following: the date on which final inspection has occurred under the Building Code Act, or the date which is 6 months from the date on which the building permit was issued.
<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document</th>
<th>Staff Position Authorized to Execute Document</th>
<th>Terms, Conditions, Pre-requisites or Other Conditions Which Must Be Satisfied Prior to Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All documents set out in this Schedule</td>
<td>Chief Administrative Officer</td>
<td>As per the requirements set out in each section of this Schedule.</td>
</tr>
<tr>
<td>2</td>
<td>Agreements with clients, tenants, childcare recipients, who are in receipt of social services and setting out the requirements of the City, the Client, the tenant or the childcare recipient</td>
<td>Applicable Director or Manager</td>
<td>Agreement shall be in accordance with the approved budget. Recipient shall meet the qualifications for the applicable program. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>3</td>
<td>Agreements with Province of Ontario/Government of Canada for the implementation of Responsibilities of Health &amp; Human Services including Social Assistance and Homelessness, Housing and Child Care and Early Years Services</td>
<td>General Manager</td>
<td>Written recommendation of Applicable Director, including a statement that the proposed agreements are in accordance with the approved budget. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>4</td>
<td>Agreements with Community Agencies and Service Providers of Health &amp; Human Services including Social Assistance and Homelessness, Housing, Child Care and Early Years Services and related programming</td>
<td>General Manager or General Manager and Applicable Director</td>
<td>Written recommendation of Applicable Director, including a statement that the proposed agreements are in accordance with the approved budget. Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>5</td>
<td>Rent Supplement Agreements with social housing providers, private sector landlords or tenants</td>
<td>Director of Housing</td>
<td>Compliance with approved budget. Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>6</td>
<td>Agreements allowing the City to Act as the Trustee to receive and disburse monies on behalf of persons requiring assistance to manage their personal affairs.</td>
<td>Applicable Director</td>
<td>Form of Agreement to be approved by City Solicitor and City Treasurer.</td>
</tr>
<tr>
<td>7</td>
<td>The following agreements with affordable housing project owners: 1. Agreements allowing the City to provide authorization to consent to a transfer, sale, lease, sale and leaseback, or transaction permitting a change in ownership, 2. Agreements which allow for a postponement of a Municipal Housing Facility Agreement, 3. Forbearance and priorities agreements, 4. Any agreement reasonably required by a lending institution to sustain an affordable housing project.</td>
<td>General Manager</td>
<td>Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>Page</td>
<td>Title</td>
<td>Responsible Officer</td>
<td>Approval Process</td>
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</tr>
<tr>
<td>8</td>
<td>Development Charge Exemption Agreements</td>
<td>General Manager</td>
<td>Compliance with Section 110(7) of the Municipal Act, 2001, and all applicable municipal By-laws, to satisfaction of City Solicitor. Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>9</td>
<td>Agreements allowing the City to provide down payment loans to qualified candidates of the B Home Program or loans under the Ontario Renovates Program</td>
<td>Director of Housing</td>
<td>Written recommendation of Applicable Manager including the statement that the proposed agreements are in accordance with the approved budget. Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>10</td>
<td>Documents required for insurance coverage for housing properties managed by the Housing Department</td>
<td>Director of Housing</td>
<td>Compliance with approved budget. Form of Agreement to be approved by Department Manager and Coordinator of Insurance and Risk Management. Agreement to be in compliance with applicable housing legislation including <em>Housing Services Act, 2011</em>.</td>
</tr>
<tr>
<td>11</td>
<td>Temporary Licences, Agreements and any Leases for Housing properties managed by the Housing Department</td>
<td>Director of Housing</td>
<td>Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>12</td>
<td>Agreements with social housing providers allowing the City to provide authorization to consent to a reorganization, amalgamation, merger or transaction permitting a change in ownership</td>
<td>General Manager</td>
<td>Form of Agreement to be approved by City Solicitor. Agreement to be in compliance with <em>Housing Services Act, 2011</em>.</td>
</tr>
<tr>
<td>No.</td>
<td>Type of Document</td>
<td>Staff Position Authorized to Execute Document</td>
<td>Terms, Conditions, Pre-requisites or Other Conditions Which Must Be Satisfied Prior to Execution</td>
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<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>All documents set out in this Schedule</td>
<td>Chief Administrative Officer</td>
<td>As per the requirements set out in each section of this Schedule.</td>
</tr>
<tr>
<td>2</td>
<td>Conditional Building Permits</td>
<td>Director of Building Services</td>
<td>Conformance with applicable requirement of the Building Code Act. Form of Agreement to be approved by the City Solicitor.</td>
</tr>
<tr>
<td>3</td>
<td>Limiting Distance Agreements</td>
<td>Director of Building Services</td>
<td>Conformance with applicable requirements of the Building Code Act. Form of Agreement to be approved by the City Solicitor.</td>
</tr>
<tr>
<td>4</td>
<td>Heritage easement agreements</td>
<td>General Manager or Director</td>
<td>Approval of Heritage Committee and designation of applicable parcel pursuant to the Ontario Heritage Act. Written recommendation of the Manager of Long Range Planning. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>5</td>
<td>Minor Heritage Alteration Permit, as defined in Schedule 7 to Chapter 26 of the Municipal Code</td>
<td>General Manager</td>
<td>Written recommendation of the Manager of Long Range Planning. Compliance with Designation By-law or applicable Heritage Conservation District Plan and Guidelines and the Ontario Heritage Act.</td>
</tr>
<tr>
<td>6</td>
<td>Major Heritage Alteration Permit, as defined in Schedule 7 to Chapter 26 of the Municipal Code</td>
<td>General Manager</td>
<td>Approval of the Brantford Heritage Committee or, where the Brantford Heritage Committee does not approve of the Application, approval of Brantford City Council. Written recommendation of the Manager of Long Range Planning.</td>
</tr>
<tr>
<td>7</td>
<td>Agreements regarding planning and development related incentive programs</td>
<td>General Manager or Director</td>
<td>Resolution from Council supporting the application. Written recommendation of the Manager of Long Range Planning.</td>
</tr>
<tr>
<td>8</td>
<td>Parking exemption agreements</td>
<td>General Manager or Director</td>
<td>Compliance with applicable requirements of the Planning Act. Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>9</td>
<td>Severance agreements</td>
<td>General Manager or Director</td>
<td>Agreement must have been a condition imposed by the Committee of Adjustment or Local Planning Appeal</td>
</tr>
<tr>
<td>Step</td>
<td>Description</td>
<td>Responsible Party</td>
<td>Details</td>
</tr>
<tr>
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<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>10</td>
<td>Site plan control agreements</td>
<td>General Manager or Director</td>
<td>Written recommendation of the Manager of Development Planning, confirming requirements of City are addressed and appropriate securities are retained. Form of site plan control agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>11</td>
<td>Site Plan Control Approvals</td>
<td>General Manager or Director</td>
<td>Written recommendation of the Manager of Development Planning confirming all conditions have been satisfied including registration of the site plan control agreement.</td>
</tr>
<tr>
<td>12</td>
<td>Draft plan of subdivision and condominium approvals</td>
<td>General Manager or Director</td>
<td>Passage of Resolution by Council granting draft plan approval.</td>
</tr>
<tr>
<td>13</td>
<td>Final plan of subdivision and condominium approvals</td>
<td>General Manager or Director</td>
<td>Compliance with conditions of draft plan approval, including the receipt of clearances from municipal departments and other parties for who such draft plan conditions were applied.</td>
</tr>
<tr>
<td>14</td>
<td>Condominium agreements</td>
<td>Mayor and Clerk</td>
<td>Written recommendation of the General Manager or Director confirming that all conditions have been satisfied and sufficient securities have been retained. Form of agreement to be approved by City Solicitor.</td>
</tr>
</tbody>
</table>
## Schedule ‘E’ – Documents – Public Works

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document</th>
<th>Staff Position Authorized to Execute Document</th>
<th>Terms, Conditions, Pre-requisites or Other Conditions Which Must Be Satisfied Prior to Execution</th>
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<td>Chief Administrative Officer</td>
<td>As per the requirements set out in each section of this Schedule.</td>
</tr>
<tr>
<td>2</td>
<td>Encroachment agreements</td>
<td>Director of Operational Services</td>
<td>Upon the written recommendation of the General Manager of Public Works. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>3</td>
<td>Licence agreement for the encroachment of sidewalks for sidewalk cafes or sidewalk sales</td>
<td>Director of Operational Services</td>
<td>Upon the written recommendation of the General Manager of Public Works. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>4</td>
<td>Licence agreements for lawn irrigation or watering systems on boulevards</td>
<td>Director of Operational Services</td>
<td>Upon the written recommendation of the General Manager. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>5</td>
<td>Releases of subdivision agreements, and development agreements</td>
<td>General Manager</td>
<td>Upon the written recommendation of the Manager of Development Engineering including either of the following statements: (a) that the agreement has not been declared in default and all public services have been accepted for maintenance purposes; or, (b) that the agreement has not been declared in default and the developer has deposited sufficient funds with the City to provide for public services not completed but required by the agreement. Form of document to be approved by City Solicitor.</td>
</tr>
<tr>
<td>6</td>
<td>Sewage service rate rebate agreements and sewer surcharge agreements, compliance agreements, compliance amending agreements, discharge permits and amendments to discharge permits</td>
<td>General Manager</td>
<td>Upon the written recommendation of the Director, including a statement that the rebate is being determined in accordance with the provisions of the regulating by-law.</td>
</tr>
<tr>
<td>7</td>
<td>Acceptance of underground public services in subdivisions</td>
<td>General Manager</td>
<td>Council notification after the receipt of all of the following: Lapsing of the one-year maintenance period. Written notification from a consulting engineer that all deficiencies have been corrected. Receipt of statutory declaration from developer that all accounts for work have been paid and that there are no outstanding claims or unsatisfied liens. Confirmation from Legal Department that there are no outstanding construction liens affecting the City’s interest.</td>
</tr>
<tr>
<td>8</td>
<td>Acceptance of above ground public services in subdivisions</td>
<td>General Manager</td>
<td>Council notification after receipt of all of the following: Lapsing of the one-year maintenance period. Written notification from a consulting engineer that all deficiencies have been corrected. Receipt of statutory declaration from developer that all accounts for work have been paid and that there are no outstanding claims or unsatisfied liens. Confirmation from Legal Department that there are no outstanding construction liens affecting the City’s interest.</td>
</tr>
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</tr>
<tr>
<td>9</td>
<td>Agreements with Condominiums for Storm Sewer/Stormceptor Inspection and Cleaning, Hydrant Maintenance Agreement and Solid Waste/Recycling Collection</td>
<td>Director of Environmental Services</td>
<td>Following written recommendation from the applicable Manager. Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>11</td>
<td>Environmental Compliance Approval</td>
<td>General Manager</td>
<td>Upon written recommendation of the applicable Manager.</td>
</tr>
<tr>
<td>12</td>
<td>Letter of Permission regarding the Brant County Health Unit’s Annual West Nile Virus Surveillance and Prevention Program</td>
<td>Director of Environmental Services</td>
<td>Program is within an approved budget and notification will be sent to Council.</td>
</tr>
<tr>
<td>13</td>
<td>Documents required under the Driver Certification Program completed by City Staff</td>
<td>Director of Fleet and Transit Services</td>
<td>All requirements of the Program have been met.</td>
</tr>
<tr>
<td>14</td>
<td>Tree By-law Permit</td>
<td>General Manager or Director of Parks Services.</td>
<td>Permit must be in compliance with the Tree By-law.</td>
</tr>
<tr>
<td>15</td>
<td>Airshow Agreement with Canadian Warplane Heritage Museum</td>
<td>Chief Administrative Officer</td>
<td>The agreement shall be in accordance with an approved budget. Form of the agreement shall be approved by the City Solicitor.</td>
</tr>
<tr>
<td>16</td>
<td>Facility Rental Agreements arising from the Joint Use Agreement</td>
<td>Director or Manager responsible for programming under the Joint Use Agreement</td>
<td>The agreement shall be in accordance with the Joint Use Agreement terms and conditions. Agreement to be approved as to Form by the City Solicitor.</td>
</tr>
<tr>
<td>17</td>
<td>Agreement with Funeral Homes</td>
<td>Manager of Administration and Cemetery Services</td>
<td>The agreement shall be in accordance with an approved budget. Agreement shall be approved as to Form by the City Solicitor.</td>
</tr>
<tr>
<td>18</td>
<td>Agreement with Beth David Cemetery</td>
<td>Manager of Administration and Cemetery Services</td>
<td>The agreement shall be in accordance with an approved budget. Agreement shall be approved as to Form by the City Solicitor.</td>
</tr>
<tr>
<td>Page</td>
<td>Description</td>
<td>Responsible Official</td>
<td>Instructions</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>---------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>19</td>
<td>Artist Offers and Performance Agreements</td>
<td>Director of Parks Services</td>
<td>Agreement shall be in accordance with an approved budget. Agreement shall be approved as to Form by the City Solicitor.</td>
</tr>
<tr>
<td>20</td>
<td>Application for a Business License for the Operation of Bell Homestead</td>
<td>Manager of Administration and Cemetery Services</td>
<td>The Application must be in accordance with an approved budget.</td>
</tr>
<tr>
<td>No.</td>
<td>Type of Document</td>
<td>Staff Position authorized to Execute Document</td>
<td>Terms, Conditions, Pre-Requisites or Other Conditions Which Must be Satisfied Prior to Execution</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------</td>
<td>---------------------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>All documents set out in this Schedule</td>
<td>Chief Administrative Officer</td>
<td>As per the requirements set out in each section of this Schedule.</td>
</tr>
<tr>
<td>2</td>
<td>Fire communications service agreements</td>
<td>Fire Chief</td>
<td>Approval of City Treasurer or designate with respect to any financial implications of entering into the agreement. Form of agreement must be approved by the City Solicitor or designate.</td>
</tr>
<tr>
<td>3</td>
<td>Donation or Used Equipment Agreements</td>
<td>Fire Chief</td>
<td>Form of the Agreement to be approved by the City Solicitor.</td>
</tr>
<tr>
<td>4</td>
<td>Tiered Response Agreements regarding Response to Medical Emergencies</td>
<td>Fire Chief</td>
<td>Agreements must be in accordance with the approved budget. Form of Agreement approved by City Solicitor.</td>
</tr>
<tr>
<td>5</td>
<td>Training Rental Agreements</td>
<td>Deputy Fire Chief</td>
<td>Agreements must be in accordance with the approved budget. Form of Agreement approved by the City Solicitor.</td>
</tr>
<tr>
<td>6</td>
<td>Trailer Maintenance and Supply Agreements with Brant County Health Unit</td>
<td>Deputy Fire Chief</td>
<td>Agreements must be in accordance with the approved budget. Form of Agreement approved by the City Solicitor.</td>
</tr>
<tr>
<td>7</td>
<td>Fire Protection Service Agreements</td>
<td>Fire Chief</td>
<td>Agreements must be in accordance with the approved budget. Form of Agreement approved by the City Solicitor.</td>
</tr>
<tr>
<td>8</td>
<td>Service Agreement regarding Medical Oversight with Life Support</td>
<td>Fire Chief</td>
<td>Agreement must be in accordance with the approved budget. Form of the Agreement to be approved by the City Solicitor.</td>
</tr>
<tr>
<td>9</td>
<td>Artist Offers &amp; Performance Agreements</td>
<td>Theatre Manager</td>
<td>Agreements must be in accordance with the approved budget. Form of the Agreement to be approved by the City Solicitor.</td>
</tr>
<tr>
<td>10</td>
<td>Artist Financial Settlements statements</td>
<td>Theatre Manager, Office Administrator</td>
<td>The agreement must not involve the expenditure of greater than $100,000.</td>
</tr>
<tr>
<td></td>
<td>Text</td>
<td>Responsible Officer</td>
<td>Additional Information</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>11</td>
<td>Grant agreements with cultural organizations providing heritage and cultural services to the community</td>
<td>Director of Economic Development</td>
<td>Written recommendation of Applicable Manager including the statement that the proposed agreements are in accordance with the approved budget. Form of Agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>12</td>
<td>Formal bid for tournaments or conferences and/or local, national or international sporting events, including participation in related promotional activities</td>
<td>Director of Economic Development</td>
<td>Participating in bidding process must be approved by Council with an identified funding source. Form of agreement to be approved by City Solicitor.</td>
</tr>
<tr>
<td>13</td>
<td>Expression of Interest for tournaments or conferences and/or local, national or international sporting events, including participation in related promotional activities</td>
<td>Director of Economic Development</td>
<td>Written recommendation of the applicable Manager. Municipal portion of applicable project must be within approved budget. Agreement must not contain any significant obligations on the part of the City. Approval of City Treasurer, or Director of Finance. Form of agreement to be approved by City Solicitor.</td>
</tr>
</tbody>
</table>
## Schedule “G”
Human Resources Decision Making

**DECISION MAKING**
(Who makes decision and under what conditions)

<table>
<thead>
<tr>
<th>Identified Decision Maker</th>
<th>Employment Agreements and Offers of Employment</th>
<th>Acting Appointments, in accordance with the Acting Policy</th>
<th>Job Title Changes (including recognition of de facto promotions via the job re-evaluation process)</th>
<th>Suspensions, Demotions, Discipline</th>
<th>Non-Litigious (Settlement before a legal proceeding has been commenced. Includes Resolution of Grievances)</th>
<th>Litigious (Settlements of legal proceedings)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAO</td>
<td>Mayor and Clerk (Form of Agreements to be approved by City Solicitor)</td>
<td>Mayor</td>
<td>Formal By-law amendment to Chapter 112 of the City of Brantford Municipal Code</td>
<td>Mayor and Clerk</td>
<td>Mayor and Clerk (Form of Agreements to be approved by City Solicitor)</td>
<td>City Solicitor</td>
</tr>
<tr>
<td>General Managers</td>
<td>Mayor and Clerk (Form of Agreements to be approved by City Solicitor)</td>
<td>CAO</td>
<td>Director of Human Resources</td>
<td>Director of Human Resources</td>
<td>Director of Human Resources (Form of Agreements to be approved by City Solicitor)</td>
<td>City Solicitor</td>
</tr>
<tr>
<td>Directors</td>
<td>Director of Human Resources or designate (Form of Agreements to be approved by City Solicitor)</td>
<td>Director</td>
<td>Director of Human Resources</td>
<td>Applicable General Manager</td>
<td>Director of Human Resources (Form of Agreements to be approved by City Solicitor)</td>
<td>City Solicitor</td>
</tr>
<tr>
<td>Managers</td>
<td>Director of Human Resources (Form of Agreements to be approved by City Solicitor)</td>
<td>Director</td>
<td>Director of Human Resources</td>
<td>Applicable Director or Manager</td>
<td>Director of Human Resources (Form of Agreements to be approved by City Solicitor)</td>
<td>City Solicitor</td>
</tr>
<tr>
<td>All Others</td>
<td>Director of Human Resources (Form of Agreements to be approved by City Solicitor)</td>
<td>Director</td>
<td>Director of Human Resources</td>
<td>Applicable Director or Manager</td>
<td>Director of Human Resources (Form of Agreements to be approved by City Solicitor)</td>
<td>City Solicitor</td>
</tr>
</tbody>
</table>

1 This chart sets out general rules that may be subject to specific exceptions. All decisions described in this Schedule are subject to any individual employment or collective agreements or any other special agreements or By-laws that may be applicable to particular individuals, positions, groups of positions, bargaining units etc. which may override and supersede the provisions of this Schedule.