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THE REGIONAL MUNICIPALITY OF NIAGARA

BY-LAW NO. 2025-57

A BY-LAW TO PROVIDE FOR THE PROCUREMENT OF
GOODS AND SERVICES AND THE DISPOSAL OF
SURPLUS GOODS BY THE REGIONAL MUNICIPALITY OF
NIAGARA AND TO REPEAL BY-LAW 02-2016, AS
AMENDED

WHEREAS the [Municipal Act, 2001, S.O. 2001](#), c. 25, specifically Part VI, Section 270 (1), stipulates that, a municipality shall adopt and maintain policies with respect to its procurement of goods and services;

WHEREAS the Council of The Regional Municipality of Niagara has set out its policies with respect to the purchase or disposal of goods and/or services in By-law 02-2016;

WHEREAS on May 26, 2022, the Council of The Regional Municipality of Niagara passed By-law 2022-38 being a By-law to Establish the Niagara Transit Commission (“NTC”) as a Municipal Service Board, which provides, among other things, a requirement that NTC comply with the Region’s Procurement By-law as may updated, amended and replaced from time to time;

WHEREAS the Council of The Regional Municipality of Niagara deems it desirable to repeal, in its entirety, By-law 02-2016, as amended, and pass a new By-law with respect to the procurement of Goods and Services by The Regional Municipality of Niagara and NTC.

NOW THEREFORE The Council of The Regional Municipality of Niagara enacts as follows:

1. PURPOSES, GOALS AND OBJECTIVES

1.1 The purposes, goals and objectives of this By-law are:

- (a) to encourage competition among Bidders;
- (b) to obtain best value in the procurement of Deliverables;
- (c) to ensure fairness, objectivity, accountability, and transparency in the Procurement Process;

- (d) to encourage environmentally responsible and sustainable Procurement while maintaining fiscal prudence; and
- (e) to have regard for the accessibility of persons with disabilities in consideration of Deliverables purchased by Niagara Region in accordance with Niagara Region's policies in respect of accessibility.

2. MONETARY REFERENCES

- 2.1 All references to monetary amounts in this By-law are to be Canadian dollars excluding Value Added Tax (VAT).
- 2.2 For the purposes of evaluation, Bids submitted in differing currencies, shall be notionally converted to Canadian dollars based on the rate of exchange or average of rates of exchange posted by the Bank of Canada on the day of Bid closing.
- 2.3 For authority to Award, a Contract paid in differing currencies shall be notionally converted to Canadian dollars based on the rate of exchange or average of rates of exchange posted by the Bank of Canada at the time of Award.

3. APPLICATION AND COMPLIANCE

- 3.1 This By-law and all of the policies and procedures outlined in, or established pursuant to this By-law shall be followed for the Procurement of all Deliverables and disposal of Surplus Assets by Niagara Region and, subject to Section 4, the Niagara Transit Commission, except where otherwise expressly excluded by this By-law or by any other By-law of Niagara Region.
- 3.2 No acquisition of Deliverables or disposal of Surplus Assets shall be arranged or made to avoid the application of this By-law or an applicable trade agreement. Without limiting the generality of the foregoing, no procurement of Deliverables shall be divided into two or more parts for the purpose or intent of, or with the effect of, avoiding or frustrating the application of this By-law or an applicable trade agreement.
- 3.3 Any Employee who knowingly contravenes this By-law is committing a serious act of misconduct and may be subject to disciplinary action up to and including termination.

- 3.4 Schedules “A”, “B”, and “C” attached hereto form part of this By-law.
- 3.5 Notwithstanding anything contained herein to the contrary, those Deliverables set out in Schedule “A” may be purchased or disposed of under the authority of this By-law without adhering to the procurement methods or reporting requirements set out herein; however, any resulting Contracts deemed necessary to complete the acquisition or disposition, as the case may be, shall be signed by the appropriate document execution authority for “Direct Award” as set out in Schedule “B”, and approved for payment by the appropriate payment release authority for “Direct Award” as set out in Schedule “B”, up to the prescribed limit provided that:
- (a) the Contract has been prepared in a form satisfactory to the Director of Legal and Court Services;
 - (b) any financial securities and insurance required under the Contract are satisfactory to the Director of Legal and Court Services; and
 - (c) funding is available in the Budget.

4. NIAGARA TRANSIT COMMISSION

- 4.1 For the purposes of this By-law’s application to Niagara Transit Commission, the following rules of interpretation shall apply:
- (a) All references to ‘Niagara Region’ shall, where the context requires, be read to mean the Niagara Transit Commission.
 - (b) All references to ‘Council’, including with respect to approval or reporting requirements, shall be read to mean the Board of Directors of the Niagara Transit Commission, save and except in the case of the preamble and Section 29.
 - (c) In accordance with the delegation of authority to the Board of Directors of the Niagara Transit Commission to enter into Contracts in connection with the provision of transit services by Council pursuant to By-law 2022-38, Awards shall be made by the Board of Directors of the Niagara Transit Commission consistent with the provisions and intent of this By-law. In order to give effect to the foregoing, and as permitted by Section 6.1(n) of By-law 2022-38, the Board of Directors of the Niagara Transit Commission shall approve delegated authority for its Employees to support compliance with this By-law for purchasing approval, document

execution approval and payment release approval as the Board determines appropriate, provided that such delegation of authority reasonably approximates the levels of authority set out in Schedule “B” having regard to the organizational structure of the Niagara Transit Commission. For greater certainty, all purchasing approval, document execution and/or payment release authorities delegated to Niagara Region Employees hereunder do not apply to the Niagara Transit Commission.

- (d) The Board of Directors of the Niagara Transit Commission shall appoint a Niagara Transit Commission Employee for the purposes of carrying out the functions set out in Sections 8.3(a)(i) and (ii).
- (e) Notwithstanding Section 8.3(a)(iv), where any matter involving the Niagara Transit Commission is submitted to the Procurement Review Committee for a determination in accordance with Section 8.3(a)(v), the Niagara Transit Commission shall be entitled to participate in the Procurement Review Committee.
- (f) Except as expressly provided for in this Section 4, all other provisions of this By-law and any accompanying procedures shall apply to the Niagara Transit Commission and its Employees *mutatis mutandis*, and shall be interpreted so as to give effect to the intent of this By-law to the fullest extent possible.

5. CONFLICT OF INTEREST

- 5.1 All Procurement activities must be conducted with integrity, and all persons involved in a Procurement must act in a manner that is consistent with the goals and objectives of this By-law and in accordance with Niagara Region’s policies on conflicts of interest. Without limiting the generality of the foregoing, no person involved in any activities related to a Procurement shall knowingly cause or permit anything to be done or communicated to anyone which will jeopardize the integrity or fairness of any Procurement, or which is likely to cause any potential Bidder to have an unfair advantage or disadvantage in any Procurement Process.
- 5.2 All Employees shall declare any perceived, possible, or actual Conflict of Interest to the Director, Procurement Services, or delegate and not be involved in a Procurement Process.

- 5.3 No preference will be given to Suppliers who provide unsolicited Deliverables or samples to Niagara Region or who demonstrate the operation of such Deliverables and samples.

6. SUPPLIER CODE OF CONDUCT

- 6.1 Niagara Region requires its Suppliers to act with integrity and conduct business in an ethical manner.
- 6.2 Suppliers participating in a Procurement Process or providing Deliverables are required to comply with Supplier Code of Conduct Procedure. Suppliers are also responsible for ensuring that any employees, representatives, agents, or subcontractors acting on their behalf conduct themselves in accordance with the Supplier Code of Conduct Procedure. Niagara Region may require the immediate removal and replacement of any individual or entity acting on behalf of a Supplier that conducts themselves in a manner inconsistent with this procedure.
- 6.3 Niagara Region may refuse to do business with any Supplier that is unwilling or unable to comply with, or has failed to comply with, the Supplier Code of Conduct Procedure.

7. ROLES AND RESPONSIBILITIES OF COUNCIL

- 7.1 In accordance with best practices in municipal procurement, Council recognizes the need for a clear separation of political and administrative functions in relation to Niagara Region's procurement operations.
- 7.2 It is the role of Council to establish policy and approve expenditures through Niagara Region's Budget approval process. Council delegates to Niagara Region's officers and employees the authority to incur expenditures in accordance with approved Budgets through the procurement of Deliverables in accordance with the rules and processes set out in this By-law and applicable procedures.
- 7.3 To facilitate Council's oversight role in respect of significant projects, Council may provide strategic direction and guidance on major projects prior to the commencement of any Procurement Process; however, Council will not be involved in the day-to-day Procurement operations or individual Bid Solicitations, except to the extent that the approval of Council is required under this By-law or in the event that an exception to this By-law is required.

8. RESPONSIBILITIES AND AUTHORITIES OF OFFICERS AND EMPLOYEES

- 8.1 Those positions identified in the Procurement Authority column of Schedule “B”, are permitted to authorize the acquisition of Deliverables up to the value of their delegated authority set out therein.
- 8.2 Where any authority has been granted to any Employee under this By-law, such authority may be exercised by that person’s authorized Designate or by an employee or officer who holds a position above that Employee in the organizational chart.
- 8.3 Specific responsibilities pertaining to all stages of a Procurement Process, from the initial identification of requirements through to the management of Contracts with Suppliers, are detailed in this By-law and applicable procedures. In addition to those specific responsibilities, the general roles and responsibilities delegated to the officers and Employees are set out below:

(a) Niagara Region Chief Administrative Officer (CAO):

- (i) Shall oversee the conduct and activities of all Employees in carrying out procurement roles;
- (ii) Report serious incidents of non-compliance to Council;
- (iii) Approve procedures developed by the Director, Procurement Services and recommended by the Commissioner, Corporate Services/Treasurer (CCS/T);
- (iv) Establish a Procurement Review Committee (the “PRC”) which shall be comprised of a minimum of three (3) senior-level Employees one of whom shall be the Director, Procurement Services; and
- (v) Approve Contracts normally subject to Council approval, during any periods of time that Council’s actions are restricted under section 275 of the Municipal Act, 2001, as amended, where the CAO deems the making of the Award reasonably necessary to carry on the business of Niagara Region and provided that a report is submitted to Council which sets out the details of any Contract approved pursuant to this authority, as soon as reasonably possible.

- (b) **The Commissioner, Corporate Services/Treasurer (CCS/T)** shall oversee Procurement Services including endorsing procedures and, providing support and guidance as required.
- (c) **Employees** are responsible for complying with this By-law, including but not limited to:
 - (i) exercising their authority for all Procurement activity within the prescribed limits of this By-law;
 - (ii) monitoring all Contract expenditures to ensure compliance with financial limits; and
 - (iii) seeking advice from Procurement Services and Legal and Court Services, as applicable, on procurement related matters including with respect to the appropriate procurement methodology for use in connection with a Procurement and the application or interpretation of this By-law and accompanying procedures more generally.
- (d) **Legal and Court Services** shall provide legal advice and assistance in respect to all Procurement activities as well as contracting matters with Suppliers and be responsible for:
 - (i) advising Procurement Services and Departments, as required, in legal matters arising from procurement activities;
 - (ii) reviewing and approving specific Bid Solicitation documents and related documentation referred to Legal and Court Services for review by Procurement Services;
 - (iii) providing advice on the finalization of Contracts and reviewing and advising on proposed changes to any of Niagara Region's standard terms and conditions, legal agreements, and Bid Solicitation templates; and
 - (iv) providing legal advice and counsel in the event of a contract dispute or legal challenge flowing from a Procurement Process.
- (e) **Procurement Review Committee (the "PRC")** with guidance and advice from Legal and Court Services, as required, shall be responsible for making determinations under:

- (i) the Procurement Protest Procedure;
 - (ii) the Supplier Suspension Procedure; and
 - (iii) any other procurement matters which may be referred to it by the Director, Procurement Services.
- (f) **Procurement Services (PS)** is responsible for leading Niagara Region's Procurement operations. The Director, Procurement Services, is authorized to develop procedures to support the administration and implementation of this By-law and compliance with Niagara Region's trade agreement obligations and the laws of public procurement. Procurement Services shall also be responsible for:
- (i) Acting on behalf of Niagara Region, the Niagara Transit Commission, and, from time to time, such other agencies, boards, and commissions, as required, for the purposes of acquiring Deliverables and/or disposing of Surplus Assets;
 - (ii) Establishing, through consultation with the Director of Legal and Court Services, Bid Solicitation templates, agreements, Purchase Order Terms and Conditions, and other similar standard form documents;
 - (iii) Making determinations with respect to bid irregularities, in consultation with the Director of Legal and Court Services;
 - (iv) Researching, developing, maintaining, updating, and communicating procurement procedures;
 - (v) Communicating/disseminating any changes to the Open Competition Threshold as set out in Article 504.4 of the Canadian Free Trade Agreement and as adjusted from time to time (every two years) in accordance with Annex 504.4 thereof;
 - (vi) Providing procurement direction, guidance, and educational tools on matters related to this By-law, procedures and the structure, format, and general content of procurement documents;
 - (vii) Establishing and maintaining, in consultation with the Director of Financial Management and Planning/Deputy Treasurer, Niagara Region's Purchasing Card Policy and procedures;

- (viii) Assisting in the resolution of concerns arising from a Procurement Process or application and interpretation of this By-law, and procedures; and
- (ix) The coordination of reports to Council when required under this By-law.

9. SOCIAL/SUSTAINABLE PROCUREMENT

- 9.1 Niagara Region is committed to responsible and sustainable Procurement. Encouragement is given to the adoption of sustainable products and services, with consideration for their impact on social, environmental, and economic factors.
- 9.2 Employees shall endeavour to ensure that Bid Solicitation documents reflect sustainability attributes, integrating provisions aimed at environmental responsibility. This includes consideration of practical and appropriate implementation tools, such as full lifecycle assessments, energy efficiency, and the promotion of reusable and recyclable products, without compromising usability.
- 9.3 To the extent practicable, Niagara Region shall endeavour to promote and incorporate Social Procurement opportunities and Community Benefit approaches into its Procurements, having regard to the requirements of all applicable legislation and trade treaties, and in accordance with any applicable procedures.

10. PROCUREMENT DOCUMENTATION

- 10.1 Procurement Services in consultation with Legal and Court Services shall approve the use of standard Bid Solicitation templates including any proposed amendments prior to their use.

11. REQUIREMENT FOR APPROVED FUNDS

- 11.1 Except as may otherwise be expressly provided for herein or authorized by Council, the exercise of authority to Award a Contract is subject to the prior identification and availability of sufficient funds in appropriate accounts within the Budget.
- 11.2 Where Deliverables are routinely acquired or leased on a multi-year basis, the exercise of authority to Award a Contract is subject to the following:

- (a) the identification and availability of sufficient funds in appropriate accounts for the current year within the Budget;
- (b) approval by Commissioner, Corporate Services/Treasurer confirming that there is a reasonable expectation that future year funding for the Deliverables will be approved; and
- (c) the Contract includes a provision that the supply of Deliverables in subsequent years is subject to the approval by Council of the Budget estimates to meet the proposed expenditures.

11.3 The Director, Procurement Services, may enter contractual arrangements on behalf of Niagara Region for the acquisition of Deliverables based on a per-unit costing basis, without a specific Budget and without obligation on the part of the Niagara Region until further authorized in accordance with this By-law. This only applies to Deliverables that are widely used by Niagara Region where there is a reasonable expectation that funding will be available within Department Budgets.

12. PROCUREMENT METHODS

12.1 Different types of Procurement Processes may be used depending on the nature, value, and circumstances of the Procurement. All Deliverables shall be acquired using one or more of the Procurement methodologies prescribed, and permitted by, this By-law. Unless specifically permitted under this By-law, Procurement Services shall be engaged and responsible for administering the Procurement Processes specifically identified herein.

13. COMPETITIVE PROCUREMENT

13.1 A Procurement Process in which the acquisition of Deliverables or the establishment of a listing of Prequalified Suppliers or Roster is undertaken by either an Invitational Competition or Open Competition, in accordance with this Section 13 (in each case, a “**Competitive Procurement**”).

13.2 INVITATIONAL COMPETITION

A Procurement method facilitated by Employees or Procurement Services, as applicable, whereby an opportunity to supply Deliverables in response to a defined requirement is extended to a minimum number of Bidders, as follows (in each case, an “**Invitational Competition**”):

13.2.1 **Informal Quotation**

For Procurements with a total value not exceeding \$100,000 (excluding VAT), an Informal Quotation may be utilized by Departments in accordance with the Invitational Competition Procedure. If possible, a minimum of three (3) written Bid submissions shall be solicited. Award Approval is based solely on the lowest priced Compliant Bid.

13.2.2 **Request for Quotation**

For Procurements with a total value not exceeding the Open Competition Threshold, a Request for Quotation may be utilized and shall be issued by Procurement Services with the cooperation and involvement of the Department, in accordance with the Invitational Competition Procedure. If possible, a minimum of three (3) written Bid submissions will be solicited.

13.3 **OPEN COMPETITION**

Any of the following Procurement methods, whereby Bids are solicited from all interested Bidders through a publicly posted Bid Solicitation (in each case, an “**Open Competition**”). Unless otherwise provided for herein, Open Competition is the standard method of Procurement where the total anticipated value of the Procurement is equal to or greater than the Open Competition Threshold. All Open Competitions shall be conducted by Procurement Services with the cooperation and involvement of the Department, and in accordance with the Open Competition Procedure(s).

13.3.1 **Request for Supplier Qualifications**

Procurement Services may conduct a Request for Supplier Qualification (RFSQ) to establish a list of Suppliers who have successfully met requirements of the Bid Solicitation and are then deemed eligible to participate in either a single subsequent project specific Bid Solicitation or to be accepted onto a roster for future discrete work assignments as and when required.

13.3.2 **Request for Information or Expression of Interest**

Procurement Services is authorized to facilitate the following non-binding Procurement methods (which do not create a contractual commitment) to achieve the following objectives:

- (a) a Request for Information (RFI) may be used as a general market research tool to gather information on potential Suppliers to garner an understanding of the marketplace and the availability of potential Deliverables that will meet a business or operational requirement; or
- (b) a Request for Expression of Interest (EOI), used to determine market interest to provide Deliverables that Niagara Region is contemplating acquiring.

13.3.3 Establishing and Ordering Under A Standing Offer

Procurement Services is authorized to establish Standing Offers through an Open Competition for standardized Deliverables to be purchased, where:

- (a) the requirements for Deliverables are recurring and predictable over an extended period of time;
- (b) the requirements are standard and clearly defined at the time of establishment of the Standing Offer; and
- (c) it is possible to fix pricing for the Deliverables for the duration of the Standing Offer.

The establishment of a Standing Offer does not create a contractual commitment to procure Deliverables from the Supplier. The commitment to purchase against a Standing Offer is formed at the time a specific order is placed through the issuance of a Purchase Order to the Supplier. Employees may leverage a Standing Offer from a pre-approved Supplier to Niagara Region to supply Deliverables, as required, using the prescribed ordering process set out in the Standing Offer. All Purchase Orders shall reference the Standing Offer and reflect the terms and conditions thereof, including price(s).

13.3.5 Request For Tender

Procurement Services is authorized to utilize this Procurement method to solicit Bids for the purposes of acquiring Deliverables with an annual value exceeding the Open Competition Threshold, provided that:

- (a) the Deliverables can be fully defined in terms of scope, quantity and quality; and
- (b) Award Approval is based solely on the lowest priced Compliant Bid.

13.3.6 **Request For Proposal**

Procurement Services is authorized to utilize either a Request for Proposal or Negotiated Request for Proposal procurement method to solicit Bid submissions for the purposes of acquiring Deliverables with an annual value exceeding \$25,000 (excluding VAT) where one or more of the following criteria are present:

- (a) the Purchase is required as a result of a particular problem, requirement or objective;
- (b) the selection of the Supplier depends more on the effectiveness of the proposed solution, rather than price alone; and/or
- (c) the precise Deliverables, or the specifications therefor, are not known or definable and the expectation is that Bidders will further define them.

13.3.7 Before issuing a Request for Proposal document, Employees will be required to:

- (a) affirm that two (2) or more Bidders are considered capable of supplying the Deliverables;
- (b) identify objective performance requirements and/or business objectives; and
- (c) establish objective evaluation criteria in support of item (ii) which will enable Bidders to propose the optimal solution/approach which achieves the business objective.

Award Approval shall be to the highest scoring Compliant Bid based on the effectiveness of the solution relative to the stated criteria inclusive of price.

14. NON-COMPETITIVE PROCUREMENT

14.1 A non-competitive Procurement Process whereby an opportunity to supply Deliverables is restricted to one Bidder, is permitted where the circumstances prescribed by any of the following Procurement methods are met (in each case a “**Non-Competitive Procurement**”). All Non-Competitive Procurements shall be conducted in accordance with the Non-Competitive Procurement Procedure.

14.1.2 Low Value Procurement

Employees, without the involvement of Procurement Services, are authorized to acquire Deliverables without the use of any procurement method identified herein, subject to and in accordance with the authorities identified in Schedule “B”, up to a total value not exceeding \$25,000 (excluding VAT) provided that Fair Market Value can be demonstrated, and the Deliverable is not covered by a qualified supplier roster or available through Niagara Region’s existing materials inventory.

14.1.3 Emergency

- (a) A Procurement method whereby in the absence of time needed to facilitate an Invitational or Competitive Procurement, Employees may acquire Deliverables on an emergency basis to respond to an unforeseeable situation or event that is a threat to any of the following:
 - (i) Public health and/or safety, the welfare of persons or of public property; or the security of Niagara Region’s interests; or
 - (ii) The maintenance of essential Niagara Region Services or to prevent the disruption of same; or
 - (iii) The disruption of any essential Service that needs to be re-established without delay or an event that unless immediately addressed, is likely to cause significant loss or damage to property.

- (b) All acquisitions required to respond to an Emergency (or Contracts required to effect Emergency acquisitions) shall be authorized in accordance with the authorities set out in Schedule “B” and reported to the Director, Procurement Services and the CAO as soon as reasonably possible under the circumstances.
- (c) When an Emergency occurs and compliance with this By-law is not reasonably achievable prior to the acquisition of required Deliverables, a Contract may be awarded if:
 - (i) The Commissioner, Corporate Services / Treasurer, in addition to all other required Document Execution Authorities otherwise required by this By-law, has consented to the Award; and
 - (ii) The Commissioner, Corporate Services / Treasurer as soon as reasonably possible, proceeds with identifying and approving or seeking approval of the funds required to pay for the acquisition(s) required to respond to the Emergency.

14.1.4 **Direct Award**

A Procurement method where Deliverables are acquired directly from a particular Supplier when a Competitive Procurement would normally be required (a “**Direct Award**”). A Direct Award is permitted for the acquisition of Deliverables, without the need for a Bid Solicitation, and shall be authorized in accordance with the authorities set out in Schedule “B”, provided that at least one of the following conditions apply:

- (a) Where an Invitational Competition or Open Competition conducted in accordance with this By-law and applicable procedures has resulted in no Compliant Bids;
- (b) The Deliverable to be acquired is for testing or trial use;
- (c) Niagara Region has a rental contract with a purchase option and such purchase option is beneficial to Niagara Region;

- (d) The Deliverables can be supplied only by a particular Supplier and no reasonable alternative or substitute Goods or Services exist for any of the following reasons:
 - (i) The requirement is for a work of art;
 - (ii) The supply of Goods or Services is controlled by a statutory monopoly;
 - (iii) The absence of competition for technical reasons;
 - (iv) To ensure compatibility with existing Goods, product standards, or facilities, or to maintain specialized Goods that must be maintained by the manufacturer of those Goods or its representative;
 - (v) The protection of exclusive rights such as licenses, the existence of any patent rights, copyright, technical secrets or control of a raw material; or
 - (vi) Protect product warranties by utilizing Original Equipment Manufacturer (OEM) parts distributed by authorized dealers of the manufacturer, respecting territorial rights or practicality of geographic distributor location;
- (e) To acquire additional Deliverables from the original Supplier of the Deliverables which were not included in the initial procurement if a change of Supplier for such additional Deliverables:
 - (i) Cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, Services, or installations procured under the initial procurement; and
 - (ii) Would cause significant inconvenience or substantial duplication of costs for Niagara Region;

- (f) For matters involving security, police matters or confidential issues, in which case a purchase may be made in a manner that protects the confidentiality of the Supplier or Niagara Region;
- (g) For the acquisition of Deliverables from a Public Body;
- (h) For the acquisition of Deliverables under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine acquisitions;
- (i) For the acquisition of a prototype Deliverable to be developed during and for a particular Contract for research, experiment, study or original development, but not for any subsequent acquisitions; or
- (j) The Procurement is otherwise exempt from requiring a Competitive Procurement under all applicable trade agreements and it is in the best interests of the Niagara Region to proceed with an Award via a Non-Competitive Procurement.

15. PROCUREMENT PROTEST

15.1 Suppliers may formally make a complaint about a particular Procurement Process in accordance with the Procurement Protest Procedure.

16. CO-OPERATIVE PROCUREMENT

16.1 Niagara Region may participate in co-operative or joint Procurement initiatives with other entities where such initiatives are determined to be in the best interests of Niagara Region. If Niagara Region participates in such co-operative or joint Procurement initiatives, Niagara Region may adhere to the policies of the entity conducting the Procurement process, provided that such policies comply in spirit with this By-law. If Niagara Region is leading a co-operative or joint purchasing initiative, this By-law will be followed. When engaging in co-operative purchasing, Niagara Region shall adhere to the Co-operative Procurement Procedure.

- 16.2 Niagara Region may participate as a member of a Group Purchasing Organization (GPO) which administers procurements for its members when determined to be in the best interest of Niagara Region. If Niagara Region is a member of a GPO, Niagara Region may procure Deliverables through the buying group provided that the Procurement Process is conducted in a manner consistent with Niagara Region's obligations under applicable trade agreements and this By-law.
- 16.3 Approval authorities for a Co-Operative Procurement shall be in accordance with Schedule "B", having regard to the process undertaken by the originating agency.

17. IN-HOUSE BIDS

- 17.1 Submissions received in response to any Bid Solicitation will not be accepted from internal Departments, without prior approval by Council including approval of the process for fairly evaluating those submissions.

18. UNSOLICITED PROPOSALS

- 18.1 All unsolicited proposals received by Niagara Region shall be administered in accordance with the Corporate Policy for Unsolicited Proposals.

19. REPORTING

- 19.1 The Director, Procurement Services shall:
- (a) report to Council on a weekly basis via Councillor Weekly Correspondence Distribution:
 - (i) a summary of active Bid Solicitations;
 - (ii) all Planned Procurements having a budget exceeding \$10,000,000 (excluding VAT);
 - (iii) All Contract Amendments made to a Contract pursuant to Section 23 where the Total Cumulative Increase of all such Contract Amendments exceeds \$500,000 excluding VAT.
 - (b) report to Council on a monthly basis via Councillor Weekly Correspondence Distribution, all Competitive Procurement Awards between \$100,000 and \$10,000,000 excluding VAT;

- (c) report to Council on a quarterly basis via Corporate Services Committee, all Non-Competitive Procurements which exceed \$100,000 excluding VAT;
- (d) publicly report, on the Bidding System, any Awards made pursuant to a publicly posted Procurement with a value greater than or equal to the Open Competition Threshold, excluding VAT; and
- (e) complete such other reporting or disclosure of Procurement Processes and/or Awards as may be required by any applicable trade agreement or otherwise required by law.

20. COUNCIL APPROVAL

20.1 Notwithstanding any other provision of this By-law, Council approval is required, where:

- (a) Pursuant to a Competitive Procurement, a proposed Award has a Total Contract Value of more than \$10,000,000 excluding VAT;
- (b) pursuant to a Non-Competitive Procurement, a proposed Award has Total Contract Value of more than \$1,000,000 excluding VAT;
- (c) the recommended value of Award Approval exceeds the Council approved Budget;
- (d) the authority to Award has not been expressly delegated to Employees of Niagara Region;
- (e) in the case of a Competitive Procurement, the recommended Award is to neither the lowest priced Compliant Bid or the top ranked Compliant Bid based on the evaluation criteria in the Bid Solicitation; or
- (f) Where there is an irregularity or unresolved challenge in connection with the Procurement Process and, in the opinion of the CAO, in consultation with the Director of Legal and Court Services, the Award of the Contract is likely to expose Niagara Region to legal, financial, or reputational risk.

20.2 Where necessary, the CAO is authorized to approve the Contracts normally subject to Council approval, during the time that regular Council meetings are suspended, provided a report is submitted to Council which

sets out the details of any Contract approved pursuant to this authority, as soon as reasonably possible.

21. DOCUMENT EXECUTION AND PAYMENT RELEASE AUTHORITY

- 21.1 Employees holding the positions identified in Schedule “B” (Document Execution Authority) shall have the authority to execute a Contract and any ancillary documents necessary to affect an Award, up to the prescribed limits, provided that the documents have been prepared in a form satisfactory to the Director of Legal and Court Services. Additionally, those roles identified in Schedule “B” as having the responsibility and authority for payment release shall be authorized to release payment under any Contract.

22. FORM OF CONTRACT

- 22.1 All Contracts shall be in a form satisfactory to the Director of Legal and Court Services.
- 22.2 A Contract, established by the execution of a legal agreement and/or the issuance of a Purchase Order must be entered into prior to the commencement and/or receipt of the Deliverables.
- 22.3 No Contract may be entered into, either through the issuance of a Purchase Order or the execution of an agreement, unless:
- (a) Subject to Section 11, approved funding in the amount sufficient to cover the procurement value is available; and
 - (b) the Procurement was conducted in accordance with this By-law and all applicable procedures.

23. CONTRACT AMENDMENTS, SCOPE CHANGES & EXTENSIONS

- 23.1 During the course of a Contract, where the need for additional work is required and such additional work is not part of the original value of the Contract, a Contract Amendment may be approved in accordance with the ‘contract amendment’ authorities set out in Schedule “B” having regard to the Total Cumulative Increase, provided that:
- (a) the initial purchase of Deliverables was pursuant to a Competitive Procurement Process;

- (b) additional expenditures are essential for the completion of the Contract; and
 - (c) funding is available in the Budget or the total cost of the additional Deliverables is to be paid in full by a third-party.
- 23.2 Where the terms of an existing Contract expressly provide for a renewal/extension of the Contract term or the purchase of additional Deliverables under the Contract (in each case, a “**Contract Option**”), such Contract Option may be exercised and approved in accordance with the ‘contract amendment’ authorities set out in Schedule “B” having regard to the Total Cumulative Increase, provided that:
 - (a) the initial purchase of Deliverables was pursuant to a Competitive Procurement Process;
 - (b) the exercise of the Contract Option is in the best interest of Niagara Region;
 - (c) funding is available in the Budget; and
 - (d) the exercise of such Contract Option does not, in the aggregate, have the effect of extending the Contract term for a period of longer than five (5) years beyond the initial term.
- 23.3 All Contract Amendments not otherwise satisfying the requirements of Section 23.1 or 23.2, shall be justified and approved in accordance with the requirements of a Non-Competitive Procurement having regard to the Total Contract Value.
- 23.4 Contract Amendments must not be used to circumvent the need to procure additional Deliverables through a Competitive Procurement process in accordance with this By-law.

24. CONTRACT MANAGEMENT AND SUPPLIER PERFORMANCE

- 24.1 All Contracts for Deliverables shall be managed by the Department responsible for the Procurement. The performance of the Supplier must be monitored and tracked in accordance with Niagara Region’s Supplier Performance Evaluation Procedure.

- 24.2 Niagara Region may suspend Suppliers from participating in future Procurement opportunities in accordance with Niagara Region's Supplier Suspension Procedure.

25. LOBBYING RESTRICTIONS

- 25.1 Lobbying is the advocacy of an interest that is affected, actually or potentially, by the Bid Solicitation or individuals involved in the Bid Solicitation including seeking to influence the outcome of the Procurement or subsequent Award Approval.
- 25.2 Suppliers, their staff, shareholders, owners and anyone not dealing at arms-length to the individuals, or anyone involved in preparing a Bid, shall not engage in any form of political or other Lobbying whatsoever that seeks to influence the outcome of the Bid Solicitation or subsequent Award. This restriction extends to all Employees of Niagara Region, and anyone involved in preparing a Bid Solicitation or participating in a Bid evaluation process, and members of Council.
- 25.3 Niagara Region may reject any Bid by a Supplier that engages in Lobbying, without further consideration, and may terminate that Supplier's right to continue in the Bid Solicitation.
- 25.4 During a Bid Solicitation process, all communications will be solely through Procurement Services. No Supplier or person acting on behalf of a Supplier or group of Suppliers, shall contact any elected official, consultant or any Employee of Niagara Region to attempt to seek information or to influence the Award.
- 25.5 Elected officials shall refer any inquiries about a Bid Solicitation to the Commissioner, Corporate Services/Treasurer.

26. RECORDS RETENTION AND ACCESS TO INFORMATION

- 26.1 All Procurement activities must be supported by appropriate documentation which shall be retained, as required, by Niagara Region's Record Retention By-law and any associated policies or procedures.
- 26.2 The disclosure of any Procurement related information, including with respect to any Bids received in response to a Bid Solicitations or Awards, shall be made in accordance with the provisions of all relevant privacy

legislation including the *Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c M.56*, as amended.

- 26.3 All Suppliers who execute Contracts with Niagara Region shall adhere to or exceed the standards set in the following, as applicable:
- (a) *Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c M.56*;
 - (b) *Personal Health Information Protection Act, 2004, SO 2004, c 3, Sch A*; and
 - (c) any other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of Niagara Region as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of Niagara Region, and all records thereof which they come into contact with in the course of performing Services or providing Deliverables to Niagara Region.

27. SURPLUS ASSETS

- 27.1 Department Directors shall notify the Director, Procurement Services of any asset that has is surplus or obsolete for disposal or sale.
- 27.2 Subject to Section 27.5 and 27.6, surplus or obsolete items not required by any other Department, shall be sold or disposed of in accordance with the Surplus Asset Disposal Procedure.
- 27.3 Surplus Assets shall not be sold directly to an Employee or to a member of Council, although this does not prohibit any Employee or member of Council from purchasing a surplus asset being sold through a public process.
- 27.4 Any net proceeds generated from sale of a Surplus Asset shall be credited to the appropriate account as determined by the Commissioner, Corporate Services/Treasurer.
- 27.5 Surplus Assets may be donated to non-profit agencies or non-profit institutions for educational or teaching purposes with the approval from

the Department Commissioner.

- 27.6 On termination of their relationship with Niagara Region, any outgoing Employee or elected official can request the opportunity to acquire the business laptop computer (or tablet) provided to them. Such acquisitions must be approved by the Commissioner, Corporate Services/Treasurer on condition that the computer be at least three years old, and the purchaser must pay equal or greater than the market value as determined by the average sale price of similar computers sold over the prior six months through the public auction or other measure acceptable to the Commissioner, Corporate Services/Treasurer.

28. SEVERABILITY

- 28.1 If any Section or Sections of this By-law or parts thereof are found by an adjudicator of competent jurisdiction to be invalid or beyond the power of Council to enact, such Section or Sections or parts thereof shall be deemed to be severed and all other Sections or parts of the By-law shall be deemed to be separate and independent therefrom and shall continue in full force and effect unless and until similarly found invalid or beyond the power of Council to enact.

29. BY-LAW REVIEW

- 29.1 The Commissioner, Corporate Services/Treasurer shall review the effectiveness of this By-law at least once every five (5) years and report to Council as necessary.

30. REPEAL

- 30.1 By-law 02-2016 of The Regional Municipality of Niagara shall be repealed effective March 1, 2026, when this By-law comes into force.
- 30.2 Notwithstanding Subsection 30.1, By-law No. 02-2016, as amended, of The Regional Municipality of Niagara shall continue to apply to all Bid Solicitations commenced before its repeal and the Award of any Contract in connection therewith.

31. EFFECTIVE BY-LAW DATE

This By-law shall come into force and effect on March 1, 2026.

Approved on this 23rd day of October, 2025.

Original Signed By Pat Chiocchio, Acting Regional Chair, and Ann-Marie Norio, Regional Clerk

Passed: October 23, 2025.

SCHEDULE “A” – EXEMPTIONS

Save and except as expressly provided for in Section 3 of this By-law, this By-law does not apply to the following:

1. Employer’s General Expenses

- (a) All insurance premiums, payments related to insurance claims, adjusting fees, actuarial and risk management services
- (b) Payroll deductions remittances
- (c) Workers Safety Insurance Board payments
- (d) Health benefits
- (e) Tax remittances
- (f) Debenture and investment payments, including related fees
- (g) Health, dental and other labour-related insurance premiums
- (h) Damage claims
- (i) Legal settlements
- (j) Arbitration Awards
- (k) Petty cash replenishment
- (l) Customs brokerage fees
- (m) Payments to other government bodies (such as federal, provincial, or municipal governments, and related agencies, boards, commissions, authorities)
- (n) Payments to utilities (such as water and sewer, hydro, natural gas, telecommunications, and cable television)
- (o) Banking services and charges, including debit and credit card payment processing and related fees.
- (p) Sinking fund payments
- (q) Payments for employment
- (r) Refunds (such as for overpayments, or cancelled Services, programs or events)
- (s) Licence fees and permits (regular licence fees for vehicles, firearms, elevators, communications, software, etc. required to maintain existing products and systems originally obtained in accordance with the Procurement By-law)

- (t) Postage
- (u) Donations made for formal acknowledgement of illness or death policy
- (v) Deliverables related to training and education including conferences, conventions, courses and seminars, newspapers, magazines, books and periodicals, memberships and computer software.
- (w) Councillor, NTC board member and Employee expenses in accordance with approved policies including: advances, meal allowances, travel and entertainment and miscellaneous non-travel.

2. **Professional and Special Services**

- (a) Any form of grant, subsidy, loan, fiscal incentive, guarantee, equity infusion or other funding that Niagara Region provides pursuant to a Council approved program or policy to realize a community benefit in accordance with applicable legislation.
- (b) payments to social services and health agencies that are subject to purchase of service agreements.
- (c) Deliverables performed on a property by a Supplier according to provisions of a warranty or guarantee held in respect of the property or the original work.
- (d) Construction, renovations, repairs and/or maintenance in respect of real estate leased or occupied by Niagara Region which may only be conducted by another person in accordance with a real estate agreement.
- (e) Deliverables acquired on a commodity market.
- (f) Archaeological monitoring and environmental Services related to Niagara Region projects performed by Indigenous peoples.
- (g) Deliverables related to cultural or artistic fields such as: events supporting local non-profit organizations; entertainment for theatre or special events; a Contract Award to the winner of a design contest; and sponsorship and/or naming rights for cultural, sports and/or other Niagara Region owned venues.
- (h) Deliverables that are financed primarily from donations that are subject to conditions that are inconsistent with the requirements of this By-law.
- (i) Services provided by medical doctors, dentists, nurses, pharmacists, lawyers and notaries.
- (j) Fees for professional legal or legal related expert Services (including witness fees) engaged by Legal and Court Services.

- (k) payments required to the Ministry of the Attorney General (MAG) or third parties pursuant to Niagara Region's agreement with MAG for the administration of the Provincial Offences Court (e.g. adjudication fees, ICON fees, victim fine surcharge, 3rd party vendors etc.)
- (l) Financial Services respecting the management of financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information Services, whether or not delivered by a financial institution.
- (m) Financial reviews conducted on a contingency basis for the purposes of recovering amounts paid and/or owed, such as tax recovery Services.
- (n) Committee fees.
- (o) Medical and laboratory Services.
- (p) Medical and dental fees.
- (q) Appraiser fees.
- (r) Honorariums.
- (s) Work payments to Long Term Care Residents.
- (t) Advertising.
- (u) Public or guest speakers, individuals or ensembles that offer creative content for presentation to others.

3. Capital Works and Development

- (a) The addition, removal, relocation, identification or engineering related work to utility infrastructure that exists on road allowances, right of ways and other Niagara Region owned property. This includes sub-surface and above-surface infrastructure.
- (b) Construction work completed by Railways on property of Niagara Region or railway flagging and protection services in relation to work performed adjacent to a railway crossing.
- (c) Payments to developers as stipulated in Subdivision or other Development Agreements

SCHEDULE “B” – NIAGARA REGION DELEGATED AUTHORITY.

Method of Procurement	Value excluding VAT	Procurement Authority *	Document Execution Authority*	Payment Release Authority*
INVITATIONAL COMPETITION				
Informal Quotation	Up to \$100,000	DM	DD	DM
Request for Quotation (RFQ)	Up to the Open Competition Threshold	DM	ADD where one exists. DD where there is no ADD	DM
OPEN COMPETITION				
RFT, NRFP, RFP, RFSQ & Standing Offer	≥ 25,000 (for RFP) and Open Competition Threshold (all others) to \$250,000	ADD where one exists. DD where there is no ADD	DD	DM
	> \$250,000 to \$1,000,000	DD	DC	DM
	> \$1,000,000 to \$5,000,000	DC & CCS/T	DCAO unless the DCAO is the procuring authority, then CAO	DD
	> \$5,000,000 to \$10,000,000	CAO & CCS/T	CAO & CCS/T	DC
	> \$10,000,000	COUNCIL	CLERK and CHAIR	DC
CONTRACT AMENDMENTS				
Contract Amendments, Scope Changes and	>\$0 to \$100,000	DM	ADD (if DM is procuring authority) or DD if ADD is procuring authority.	DM

Method of Procurement	Value excluding VAT	Procurement Authority *	Document Execution Authority*	Payment Release Authority*
Extensions per s.23	>\$100,000 to \$250,000	ADD (or DD if department does not have an ADD)	DD (if AD is procuring authority) or DC if DD is procuring authority.	DM
	> \$250,000 to \$500,000	DD	DC & CCS/T	DM
	> \$500,000 to \$1,000,000	DC and CCS/T	DCAO unless the DCAO is the procuring authority, then CAO	DD
	> \$1,000,000	DCAO	CAO & CCS/T	DC
NON-COMPETITIVE				
Low Value**, Emergency, Direct Award, and Schedule "A"***)	>\$0 to \$25,000	DM	ADD where one exists. DD where there is no AD	DM
	>\$25,000 to \$250,000	ADD (or DD if department does not have an ADD) and MP	DD (if AD is procuring authority) or DC if DD is procuring authority	DM
	> \$250,000 to \$500,000	DD and DPS	DC & CCS/T	DM
	> \$500,000 to \$1,000,000	DC & CCS/T	DCAO unless the DCAO is the procuring authority, then CAO	DD
	> \$1,000,000	COUNCIL	CLERK and CHAIR	DC

In the above table, "DM" means Department Manager, "MP" means Manager, Procurement, "ADD" means Associate Department Director, "DD" means Department Director, "DPS" means Director, Procurement Services, "DC" means Department Commissioner, "DCAO" means Deputy CAO, "CCS/T" means Commissioner, Corporate Services/Treasurer, "CAO" means Chief Administrative Officer. The basis for the authority for Award Approval and Contract execution is Document Execution Authority. The need for an executed agreement, in addition to the issuance of a PO, is determined in accordance with the Niagara Region's purchasing procedures and protocols. If a Contract is for the supply of Niagara Region-wide Deliverables, the CAO would be responsible for executing the agreement.

* The 'Authority' listed means the Niagara Region positions listed, and any position, which is higher in the organization's reporting structure.

** Where a purchase order for the Procurement of Goods with a value of less than \$25,000 has been authorized in accordance with the Procurement Authority set out in Schedule "B", the Payment Release Authority shall be accomplished through the entry of a goods receipt by any staff with authorized access to the organization's financial software; no further approval is required. This exception to the Payment Release Authority does not apply to the Procurement of Low Value Services.

*** Payment Release Authority for Schedule "A" items 1(e) and 1(n), is, in the case of property taxes and utility bills, completed as a review of invoices centrally by Accounting Services with compensating controls in lieu of approvals from Department Managers.

SCHEDULE “C” – DEFINITIONS

(a) In this By-law, the following terms shall have the meaning indicated:

“Associate Department Director” or “ADD” means an Associate Divisional Director within a Department, their Designate or any successor position thereto.

“Award(s)” means the outcome of Award Approval where Niagara Region accepts the selection of the Bidder and the Bidder’s Deliverables.

“Award Approval(s)” means authorization to proceed with the acquisition of the Deliverable.

“Bid(s)” means a submission received in response to a Bid Solicitation.

“Bid Solicitation(s)” means a document issued by Niagara Region to potential Bidders to submit a Bid.

“Bidder(s)” means any person or entity that submits a Bid in response to a Bid Solicitation.

“Budget(s)” means the Budget or portion of the Budget approved by Council.

“By-law” means this By-law 2025-57, which provides for the Procurement of Deliverables and the disposal of Surplus Assets by The Regional Municipality of Niagara.

“Chair” means the Regional Chair of Niagara Region, their Designate or any successor thereto.

“Chief Administrative Officer” or “CAO” means an Employee of Niagara Region with the title of Chief Administrative Officer, their Designate or any successor position thereto to whom the authority of CAO is subsequently delegated by Council.

“Clerk” means the Regional Clerk of Niagara Region or their Designate or any successor position thereto.

“Commissioner, Corporate Services/Treasurer” or “CCS/T” means the Commissioner, Corporate Services/Treasurer of Niagara Region, their Designate or any successor position thereto.

“Community Benefit(s)” means additional physical, social, economic and/or environmental benefits for local communities that can be leveraged through funds already being spent on Deliverables and land development projects.

“Competitive Procurement” has the meaning ascribed to it in Section 13.1.

“Competitive Procurement Procedure” means the procedure setting out the requirements for acquiring Deliverables through either an Invitational Competition or an Open Competition.

“Compliant Bid(s)” means a Bid that meets the terms and conditions of the Bid Solicitation.

“Conflict of Interest” means”

- (a) When applied to individuals, any situation or circumstance, real or perceived, in which an individual's impartiality may be affected because of a personal relationship or where an individual may stand to gain from the outcome of a Procurement.
- (b) When applied to Suppliers, any situation or circumstance where:
 - (i) In the context of a Bid Solicitation, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - A. Having, or having access to, confidential information of Niagara Region that is not available to other Suppliers; or
 - B. Communicating with any person with a view to influencing preferred treatment in the Bid Solicitation; or
 - C. Engaging in conduct which compromises, or could be seen to compromise, the integrity of a Bid Solicitation which renders that process unfair; or
 - (ii) In the context of performance under a Contract, the Supplier's other commitments, relationships or financial interests:
 - A. Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - B. Could, or could be seen to compromise, impart or be incompatible with the effective performance or its contractual obligations.

“Contract” or “Contractual” means any form of binding agreement between Niagara Region and a Supplier for the purchase of Deliverables and includes a Purchase Order.

“Contract Amendment” means any change to an existing Contract, including an extension, renewal or change in scope of work or Deliverables to be provided under the Contract.

“Co-operative Procurement” means a variety of arrangements whereby two or more public sector agencies combine their requirements in a single Procurement to obtain advantages of leveraged spend with the same supplier(s) or contractor(s).

“Council” means the Council of The Regional Municipality of Niagara.

“Deliverables” means Goods, Services or construction or any combination thereof.

“Department(s)” means an organizational unit of Niagara Region including any Division within a Department headed by the Department Commissioner.

“Department Commissioner” or “DC” means the Commissioner with the administrative responsibility for a Department and for the purposes of this By-law shall include the Medical Officer of Health, their Designate or any successor position thereto.

“Department Director” or “DD” means a Divisional director within a Department, their Designate or any successor position thereto.

“Department Manager” or “DM” means an Employee of Niagara Region holding a position with responsibility for developing, managing, and administering a capital and/or operating Budget (may include titles such as Associate Director, Senior Manager, Manager, Supervisor, or equivalent).

“Deputy Chief Administrative Officer” or “DCAO” means an Employee of Niagara Region with the title of Deputy Chief Administrative Officer, their Designate or any successor position thereto.

“Designate” means a person holding a position no lower than one level below in the Niagara Region reporting structure who is authorized to act on behalf of another for the purpose of this By-law.

“Direct Award” has the meaning ascribed to it in Section 14.1.4.

“Director of Legal and Court Services” or “DL&CS” means the Director of Legal and Court Services, their Designate or any successor position thereto.

“Director, Procurement Services” or “DPS” means the Director, Procurement Services, their Designate or any successor position thereto.

“Disposal” means an act through which Niagara Region relinquishes title to property, not Real Property, which includes the selling, trading, assignment and/or scrapping of assets.

“Division” means a division within a Department.

“Emergency” has the meaning set out in Section 14.1.3 of this By-law.

“Employee(s)” means an employee of Niagara Region, the Niagara Transit Commission or such other agency, board or commission of Niagara Region that is subject to this By-law from time to time.

“Fair Market Value” means the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arm’s length who are fully informed and not under any compulsion to transact.

“Goods” means tangible and intangible assets including but not limited to supplies, materials, equipment, structures and fixtures to be delivered, installed and/or constructed and licenses and subscriptions, but does not include Real Property.

“Invitational Competition” has the meaning ascribed to it in Section 13.2.

“Niagara Region” means The Regional Municipality of Niagara.

“Non-Competitive Procurement” has the meaning ascribed to it in Section 14.1.

“Non-Competitive Procurement Procedure” means the procedure setting out the requirements for acquiring Deliverables via any procurement method, conducted in accordance with this By-law whereby an opportunity to supply Deliverables is restricted to one Bidder as opposed to undertaking a Competitive Procurement.

“NTC” means the Niagara Transit Commission.

“Open Competition” has the meaning ascribed to it in Section 13.3.

“Open Competition Threshold” means the minimum value for a Procurement in which an Open Competition must be conducted, where such minimum value is the threshold set out in Article 504.4 of the Canadian Free Trade Agreement for goods/services applicable to municipal governments, as adjusted from time to time in accordance with Annex 504.4 thereof.

“Planned Procurement” means any Bid Solicitation under development by Procurement Services but not yet released to potential Bidders, and includes any procurement intake received by Procurement Services to be assigned or that is in the Bid Solicitation drafting stage.

“Procurement” or “Purchasing” means the acquisition of Deliverables by purchase, lease, rental, or trade.

“Procurement Process” means a process undertaken by Niagara Region to acquire Deliverables.

“Procurement Protest Procedure” means the procedure used to set out the process for Suppliers to make a formal complaint about a particular Bid Solicitation.

“Procurement Services” means a Division of the Corporate Services Department responsible for the acquisition of Deliverables for Niagara Region.

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

“Purchase Order” means Niagara Region’s written document issued by a duly authorized Employee of Niagara Region to a Supplier formalizing all of the terms and conditions of the purchase and supply of the Deliverables identified on the face of the Purchase Order.

“Purchasing Card” means a credit card provided by Niagara Region to duly authorized Employees for use as a payment method to acquire Deliverables directly from Suppliers were permitted under this By-law and in accordance with the written card holder agreement and applicable policy and procedure.

“Real Property” means the land, everything permanently attached to the land, and all the rights of ownership, including the right to possess, sell, lease, and enjoy the land.

“Requisition” means a request for Deliverables with an approved Budget prepared by an Employee.

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

“Social Procurement” means using Bid Solicitations to generate positive social outcomes which may include job creation, training, or apprenticeships for a historically

disadvantaged community, or reducing carbon emissions, in addition to the efficient delivery of Goods and Services, and may include other benefits as defined by the local community or Niagara Region.

“Standing Offer” means a written offer from a pre-approved Supplier to supply Deliverables, upon request, through the use of an ordering process during a particular period of time and at a predetermined price or discount. A standing offer does not create a contractual commitment from either party for a defined volume of business. The commitment to purchase against a standing offer is formed at the time a specific order is placed through the issuance of a Purchase Order to the Supplier.

“Supplier” means a person or entity carrying on the business of providing Deliverables.

“Supplier Code of Conduct Procedure” means Niagara Region’s requirements for Suppliers to act with integrity and conduct business in an ethical manner.

“Supplier Performance Evaluation Procedure” means the procedure used to establish a Performance Evaluation Process to evaluate Supplier performance in a transparent and consistent manner.

“Supplier Suspension Procedure” means the procedure used to set out the process for suspending Suppliers from participation in Niagara Region’s Bid Solicitations.

“Surplus Asset(s)” means any Good, owned by Niagara Region, that is no longer required by Niagara Region, is obsolete or is in a state beyond repair having regard to its relative value.

“Total Contract Value” means the original Contract Award value, together with the Total Cumulative Increase thereto.

“Total Cumulative Increase” means the cumulative value of all increases to the original Contract Award value, including the value of all previously approved Contract Amendments (which, for greater certainty, includes the exercise of any Contract Option) and the value of the proposed Contract Amendment/Contract Option.

“VAT” means Canadian value added taxes (federal GST, provincial HST, QST, and/or PST as applicable).