Toronto Community Housing

Procurement Policy Revisions

Item 8G
July 27, 2026
Board of Directors

Report:	**TCHC:2026-41**
To:	Board of Directors (the "Board")
From:	Building Investment, Finance and Audit Committee ("BIFAC")
Date:	July 10, 2026

PURPOSE:
This report seeks the Board of Directors' (the "Board") approval of recommended revisions to TCHC's Procurement Policy to incorporate key changes that support business needs.

RECOMMENDATIONS:
It is recommended that the Board of Directors:

1. Approve the updated TCHC Procurement Policy revisions, as set out in Attachment 1 to this report;
2. Delegate authority to the Chief Financial Officer and Treasurer to update Appendix C – Procurement Threshold Amounts every two years to maintain compliance with applicable trade agreement thresholds; and
3. Authorize the Chief Financial Officer and Treasurer or their designate to implement the foregoing recommendations and to take all other necessary actions to give effect to the above recommendations.

BIFAC:
The BIFAC approved this report at its meeting of July 10, 2026 and forwarded it to the Board of Directors for approval.

The Committee’s discussion focused:

- Proposed procurement policy revisions are limited in scope to align with updated trade agreement thresholds and do not independently amend procurement authority limits.
- The proposed threshold increase from $500K to $633K will be reviewed concurrently with the Delegated Financial Authority framework and the BIFAC and PAC Charters to ensure governance consistency, with threshold levels subject to biennial review, CFO oversight, and Board reporting where approval authorities are affected.
- These revisions reflect the continued strengthening of TCHC's procurement governance since the EY review, including improvements to the construction roster framework and social procurement requirements.

FINANCIAL IMPACT STATEMENT:

The recommendations have no additional financial impact. The revisions clarify the procurement methodology based on Total Procurement Value and align the policy with current trade treaty requirements.

External legal costs of $60,000 for policy review, amendments, and related procurement protocol updates are included in the approved 2026 Operating Budget.

The Chief Financial Officer and Treasurer has reviewed this report and agrees with the information presented in the Financial Impact Statement section.

REASONS FOR RECOMMENDATIONS:

The current Procurement Policy was approved by the Board on July 18, 2025, replacing the October 2012 version. During implementation, the Strategic Procurement Unit (“SPU”) received feedback from Divisions to increase the roster competition threshold, clarify procurement methodology based on Total Procurement Value, and define the role of the Procurement Approval Authority.

SPU worked with external and in-house legal counsel to incorporate the recommended revisions. The updated thresholds and procurement methodologies align with Canadian trade agreement requirements and support greater use of established rosters. SPU is also refreshing the procurement protocols to reflect the policy changes, with implementation planned for Q3 2026.

KEY POLICY REVISIONS:
Buy Canadian Principles:

- Added Buy Canadian principles in section 3.6 of the policy to align with the City of Toronto's approach where appropriate.

Total Procurement Value ("TPV") Alignment:

- Updated TPV thresholds for open competition and roster competition for goods, services, and construction to reflect the current Canadian Free Trade Agreement ("CFTA") and Canada-EU Comprehensive Economic Trade Agreement ("CETA") requirements. To implement these revisions, the two existing Appendix C tables are consolidated into a single table titled Procurement Methodology Requirement, as outlined in Table 3 below.

Tables 1 & 2: Existing Appendix C: Procurement Threshold Amounts:

Appendix C: Procurement Threshold Amounts

i. **Procurement Approvals for Competitive Procurements**

Competitive Procurements		
Total Procurement Value (before taxes)	**Procurement Methodology**	**Procurement Approval Authority Required**
Up to $50,000	A formal competitive procurement process is not required; however, a Limited Competition should be conducted.	• Business Unit/Division Lead
$50,000 up to $133,800	A formal competitive procurement process is not required; however, a Limited Competition should be conducted.	• SPU Manager
$133,800 up to $500,000	Open Competition or Roster Competition. Where a TCHC Qualified Vendor Roster exists, the procurement must be a Roster Competition.	• SPU Senior Director
$500,000 up to $5,000,000	Open Competition	• PAC
$5,000,000 up to $10,000,000	Open Competition	• BIFAC
$10,000,000 +	Open Competition	• Board of Directors
Note: Regardless of Total Procurement Value, Procurement Approval of BIFAC (up to $10,000,000) or the Board of Directors is required in the circumstances described in Section 4.6.3 of the Policy.		

ii. Procurement Approvals for Non-Competitive Procurements

Non-Competitive Procurements		
Total Procurement Value (before taxes)	**Procurement Methodology**	**Procurement Approval Authority Required**
Up to $50,000	Direct Award or Limited Competition.	• Business Unit/Division Lead
$50,000 up to $133,800	Direct Award or Limited Competition.	• Business Unit/Division Lead • SPU Manager
$133,800 up to $500,000	Direct Award (or Limited Competition for Construction only up to $334,399.99)	• Business Unit/Division Lead • SPU Senior Director • Legal Counsel
$500,000 up to $2,500,000	Direct Award	• PAC
$2,500,000 up to $10,000,000	Direct Award	• BIFAC
$10,000,000 +	Direct Award	• Board of Directors
Note: Regardless of Total Procurement Value, Procurement Approval of BIFAC (up to $10,000,000) or the Board of Directors is required in the circumstances described in Section 4.6.3 of the Policy.		

Table 3: Revised Appendix C: Procurement Threshold Amounts

APPENDIX C
PROCUREMENT THRESHOLD AMOUNTS

i. Procurement Methodology Requirements

Total Procurement Value* (before taxes)	Procurement Methodology
Up to $50,000	Neither a competitive nor a Non-Competitive procurement process is required.
$50,000 up to $139,000	A competitive procurement process is not required; however, a Limited Competition should be conducted; or a Direct Award with applicable justification.
$139,000 up to $653,200	Open Competition or Roster Competition (Goods/Services or Construction); or a Direct Award with applicable justification.
$653,200 up to $ 9,200,000	Open Competition or Roster Competition (Construction only); or a Direct Award with applicable justification.
$9,200,000+	Open Competition; or a Direct Award with applicable justification.

Roster Competition Thresholds:

- Updated the roster competition threshold limit from $500,000 to $653,200 for goods and services in alignment with the CETA.
- Additional roster definitions will be incorporated into future Procurement Protocols.

Procurement Methodology Clarification:

- Removed the Appendix C, non-competitive procurement table to eliminate duplication and prevent misinterpretation regarding direct awards.
- Reinforced that open competition is required if TPV is above applicable CFTA threshold of $139,000, and roster competitions are limited to CETA threshold of $653,200 for goods and services and $9,200,000 for construction.

Terminology Definition Updates:

Updated key definitions to improve clarity and consistency, including:

- Redefined Procurement Approval Authority to align with the Designated Financial Signing Authority ("DSA") and revised Appendix C to avoid confusion with the DSA.
- Renamed Procurement Guidelines as Procurement Protocols.
- Clarified Requests for Prequalification as a two-stage competitive process, not a mechanism for vendor roster inclusion.
- Clarified roster competitions as a two-stage process: technical prequalification followed by a second-stage selection for a specific scope of work, in compliance with applicable trade agreements.

IMPLICATIONS & RISKS:

The proposed increase to the roster competition threshold from $500,000 to $653,200 presents low risk and is aligned with applicable trade agreement requirements. It will allow eligible second-stage procurements within this range to proceed through established rosters of pre-qualified vendors, improving efficiency while maintaining competitive procurement controls.

The revisions do not change limited competition thresholds or approval authority requirements, which continue to be governed by the Designated Financial Signing Authority. Overall, the changes clarify procurement methodology, reduce potential misinterpretation, and support more timely use of established rosters.

NEXT STEPS:

Following BIFAC and Board approval of the proposed Procurement Policy revisions, SPU will release the updated policy, work with Legal/BUs to update the procurement protocols, communicate changes to Divisions, and assess training needs to support implementation.

SIGNATURE:

“Lily Chen”

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Lily Chen
Chief Financial Officer & Treasurer

ATTACHMENTS:

1. Proposed Updated Procurement Policy (marked up)
2. Proposed Updated Procurement Policy (clean)

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Item 8G – Procurement Policy Revisions
Public Board of Directors Meeting – July 27, 2026
Report #: TCHC:2026-41
Attachment 1

Procurement Policy

Version: 3~~2~~.0

Policy Owner: Strategic Procurement Unit

Approval: Board of Directors

First Approved: October 2012

Effective Date: July 2025~~A~~

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1. Purpose

(1) The primary purpose of the Toronto Community Housing Corporation ("**TCHC**") Procurement Policy (the "**Policy**") is to acquire goods and services in an open, fair, transparent, and accountable manner that is consistent with the Vision, Mission, and Values of TCHC.

(2) As a non-profit public purpose corporation wholly owned by the City of Toronto, and the largest social housing provider in Canada, TCHC recognizes the critical importance of responsibly managing public funds. As such, another important purpose of the Policy is to ensure that all procurement by or on behalf of TCHC is undertaken in a cost-effective manner while obtaining the best Value for Money for TCHC.

(3) Furthermore, the purpose of the Policy is:

(a) to ensure that current legal requirements with respect to purchases by TCHC are met, including all applicable laws, regulations, by-laws, policies, and trade agreements;

(b) to ensure that procurement is conducted efficiently in accordance with TCHC's business needs;

(c) to ensure that any person who plays a role in purchasing goods or services for TCHC is aware of the governing law, policies, and procedures that apply, and that they adhere to the highest standards of ethical conduct;

(d) to establish a procurement governance framework and guidelines for purchasing goods and services for TCHC to ensure consistency in the management of procurement processes and purchasing decisions;

(e) to ensure qualified Potential Vendors are permitted to participate in fair procurement processes for the contracts awarded by TCHC; and

(f) to raise awareness of the social, ethical, and sustainable aspects of procurement that play an important role in helping TCHC foster great neighbourhoods where people can thrive.

2. Scope

(1) The Policy applies to the Board of Directors, staff, Vendors, and Development Partners when involved in the procurement of goods and services by and on behalf of TCHC and its wholly owned subsidiary corporations, unless specifically exempted below or by extraordinary approval of the Board of Directors.

(2) This Policy **does not** apply to:

(a) non-legally binding/non-contractual agreements;

(b) any form of assistance, such as grants, loans, equity infusions, guarantees, and fiscal incentives;

(c) acquisition or rental of land, existing building, or other immovable property, or rights thereon;

(d) procurement of:

(i) financial services respecting the management of government financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution;

(ii) health and social services;

(iii) services that may, under applicable law, only be provided by licensed lawyers or notaries; or

(iv) services of expert witnesses or factual witnesses used in court or legal proceedings;

~~(v)~~ unless the procurement is subject to the Canada-EU Comprehensive Economic and Trade Agreement (“**CETA**”);

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(e) procurement of goods or services:

(i) by TCHC on behalf of an entity not covered by this Policy nor applicable trade agreements;

(ii) between enterprises controlled by or affiliated with TCHC, or between TCHC and another government body or enterprise;

(iii) from philanthropic institutions, non-profit organizations, prison labour, or natural persons with disabilities, unless the procurement is subject to CETA;

(f) procurement of goods or services intended for resale to the public;

(g) anything covered by the Employee Expense Policy or the Tenant Expense Policy; and

(h) procurement by a Vendor or Development Partner on behalf of TCHC pursuant to the terms and conditions of a project agreement, contract or other arrangement that exempts the procurement from the Policy.

3. Guiding Principles

3.1 Value for Money

(1) Procurement Projects will deliver optimal Value for Money, which means the most

advantageous combination of financial and non-financial factors to meet TCHC's requirements. These factors may include:

(a) total cost of acquisition;

(b) quality;

(c) suitability for intended use/fit-for-purpose;

(d) product or service lead time and delivery schedule;

(e) vendor performance;

(f) product or service support;

(g) support and maintenance considerations;

(h) end-of-life disposal;

(i) risk mitigation;

(j) impact on TCHC tenants and communities;

(k) tenant employment and economic opportunities; and

(l) social, ethical, and sustainable procurement considerations, which are defined in more detail in Subsections 3.3 to 3.5 below.

3.2 Unsolicited Quotations or Proposals

(1) Unsolicited quotations or proposals should not be considered where they would circumvent any planned Procurement Project. An unsolicited quotation or proposal will not be considered except in compliance with the applicable trade agreements.

3.3 Social Procurement

(1) Social procurement leverages purchasing power to achieve positive social outcomes alongside traditional economic goals. Social procurement is a catalyst for increasing opportunities for tenants who are disproportionately impacted by poverty and will support improving living conditions at household and community levels. Social procurement empowers TCHC to gain from the substantial contributions and resources from TCHC's supply chain that will be reinvested into community economic development initiatives.

(2) TCHC's approach to social procurement focuses on strategic sourcing, procuring with impact, and equitable internal controls. In keeping with TCHC's commitment to social procurement, TCHC will prioritize contracts for social procurement vendors and ensure that support for and understanding of social procurement is built across TCHC, among other activities. More details can be found in TCHC's Social Procurement Framework.

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3.4 Ethical Procurement

(1) TCHC will conduct Procurement Projects with integrity, transparency and in accordance with ethical procurement principles, including promoting labour rights and fair working conditions and the avoidance of Conflicts of Interest.

(2) Valuing ethical procurement safeguards TCHC's supply chain against human trafficking, forced labour and child labour; promotes human rights and responsible business conduct; and fosters positive socioeconomic outcomes, including by promoting the payment of fair wages by TCHC contractors and sub-contractors.

(3) Section 4.2 of the Policy provides further information on TCHC's management of Conflicts of Interest in procurement.

3.5 Sustainable Procurement

(1) Sustainable procurement balances environmental, societal and economic considerations in each procurement activity. This requires a careful and thorough evaluation of procurement requirements while also exploring opportunities that are environmentally responsible and promote great neighbourhoods where people can thrive.

(2) TCHC will give appropriate consideration in the evaluation process to those goods, services, and Potential Vendors that reflect a commitment to sustainability, including but not limited to:

- (a) reusable, biodegradable, or recycled goods;
- (b) energy-efficient or low carbon products;
- (c) carbon emissions in production and distribution;
- (d) lower life-cycle costs through minimizing waste, emissions, and maintenance costs;
- (e) fair trade products; and
- (f) environmental policies, climate action plans, and/or net-zero strategies.

3.6 Buy Canadian

~~(f)~~(1) TCHC will give consideration to prioritizing the procurement of goods and services from Canadian suppliers, wherever feasible and ensuring value for money. Where appropriate, TCHC will align its practices with the City of Toronto. TCHC will follow any specific direction to TCHC in relation to domestic procurement requirements issued by the City of Toronto, Province of Ontario or Government of Canada.

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4. Policy Details

4.1 Procurement ~~Guideline~~Protocols

(1) Procurement ~~Guideline~~Protocols shall be read in conjunction with this Policy and documents captured by Section 6. In cases where Procurement ~~Guideline~~Protocols are not consistent, this Policy and documents captured by Section 6 shall take precedence.

4.2 Conflicts of Interest

4.2.1 Managing Conflicts of Interest in Procurement

(1) Conflicts of Interest in procurement will be managed by TCHC in accordance with applicable law, the provisions of this Policy, and other relevant TCHC policies, including TCHC's Conflict of Interest Policy and Board of Directors Conflict of Interest Policy.

4.2.1.1 Internal Conflicts

(1) TCHC staff and Board members must comply with TCHC's Conflict of Interest Policy and Board of Directors Conflict of Interest Policy.

(2) All participants in a Procurement Project, including all Strategic Procurement Unit staff, all involved members of the Business Unit, all members of the evaluation team, and all decision makers, must declare actual, potential or apparent Conflicts of Interest in writing to the Strategic Procurement Unit.

(3) TCHC's Board of Directors and staff must not have any direct or indirect involvement in any Procurement Project or decision outside of the required approvals and procurement roles set out in these procedures.

4.2.1.2 External (Vendor) Conflicts

(1) Procurement Projects must also be free from Vendor Conflicts of Interest. All Vendors must be required to declare, as part of their Bid in a procurement process, that there are no Vendor Conflicts of Interest, or they must provide details of any actual or potential or apparent Vendor Conflicts of Interest. The Strategic Procurement Unit must ensure that all procurement templates include appropriate Vendor Conflict of Interest language and declarations.

(2) Where a Vendor is retained to participate in the development of a Solicitation Document or the specifications for inclusion in a Solicitation Document, that Vendor must not be allowed to submit a Bid or directly or indirectly participate in the submission of any Bid in response to that Solicitation Document. While this restriction shall be deemed to apply to all TCHC Procurement Projects, it must be disclosed in the initial procurement process by which the Vendor is retained.

4.3 Reporting Suspected Misconduct

(1) Staff, directors, and tenants of TCHC may report suspected fraud or other wrongdoing in relation to a Procurement Project in accordance with TCHC's Whistleblower Policy.

4.4 The Procurement Lifecycle

(1) There are seven stages to the lifecycle of a TCHC Procurement Project:

(a) Stage 1: Initial Planning and Conditional Approval

(b) Stage 2: Procurement Streaming and Detailed Planning

(c) Stage 3: Preparation of the Solicitation Document(s)

(d) Stage 4: Vendor Selection

(e) Stage 5: Contract Approval and Finalization

(f) Stage 6: Post-Award Process

(g) Stage 7: Contract Management

(2) Appendix A explains the procurement lifecycle at a high level. Procurement ~~Guideline~~Protocols provide more detail and step-by-step procedures for completing each stage of the procurement lifecycle. These Procurement ~~Guideline~~Protocols further ensure clear segregation of duties, engagement of relevant TCHC stakeholders, and compliance with all legal requirements having appropriate regard to the Total Procurement Value, the time that is required to complete a Procurement Project, and the needs of TCHC's Business Units.

4.5 Procurement Methods

(1) The Strategic Procurement Unit, in conjunction with the applicable Business Unit, is responsible for selecting the appropriate procurement method during Stage 2 of the procurement lifecycle.

(2) The appropriate procurement method should be determined in accordance with any applicable Procurement ~~Guideline~~Protocols having particular regard to the nature of the Procurement Project, the Total Procurement Value, timelines, whether negotiations should be included as part of the procurement process and other business requirements. See Appendix B for types of Procurement Methods.

4.6 Total Procurement Value and Procurement Approvals

4.6.1 Total Procurement Value

(1) The threshold Total Procurement Value means the maximum total value of a Procurement Project over its entire duration, whether awarded to one or more Vendors, taking into account all forms of remuneration, including premiums, fees, commissions, and interest, and the total value of options, if applicable.

(2) Larger purchases cannot be split into smaller components to circumvent the threshold requirements.

~~**4.6.1**~~ **Where a Procurement Project involves multiple related procurements, the**

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Procurement Project's Total Procurement Value, and the level of Procurement Approval Authority required, would be determined by the cumulative value of all related procurements.

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~~4.6.3~~4.6.2 Procurement Approval Authority

(1) Except where the procurement approval of the Building Investment, Finance and Audit Committee ("**BIFAC**") or the Board of Directors is required, as described in Section 4.6.3, ~~the table in section i of Appendix C sets out the threshold amounts and Procurement Approval Authority for specified procurement methodologies for competitive Procurement Projects, and the table in section ii of Appendix C sets out the threshold amounts and Procurement Approval Authority for specified procurement methodologies for non-competitive Procurement Projects~~the Procurement Approval Authority shall be equivalent to the approval authority set out in the Delegation of Financial Signing Authority.

~~(2)~~(1) ~~Larger purchases cannot be split into smaller components to circumvent the threshold requirements.~~

~~(3) Where a Procurement Project involves multiple related procurements, the Procurement Project's Total Procurement Value, and the level of Procurement Approval Authority required, would be determined by the cumulative value of all related procurements.~~

~~(4)~~(2) Any contract amendment, including Change Orders, resulting in a Total Procurement Value above the original Procurement Approval Authority's approval level must be approved by the applicable Procurement Approval Authority for the new Total Procurement Value.

~~4.6.4~~4.6.3 Procurement Approval by BIFAC or the Board of Directors

(1) Procurement Approval by BIFAC (up to $10,000,000) or the Board of Directors is required where:

(a) the resulting contract, including renewal options, will exceed five years;

(b) approval is escalated to BIFAC or the Board of Directors by a lower level of approval authority due to identified risks or strategic importance;

(c) the Procurement Project or resulting contract is identified as high risk at Stage 1 or Stage 5 of the procurement process; or

(d) BIFAC or the Board of Directors directs TCHC staff that BIFAC or Board approval is required.

4.7 Procurement Protest Protocol

(1) Any complaint or challenge arising from a Procurement Project shall be directed to the Strategic Procurement Unit pursuant to TCHC's Procurement Protest Protocol.

4.8 Record-Keeping

4.8.1 General Record-Keeping Requirement

(1) The Strategic Procurement Unit must maintain proper documents for all stages of the Procurement Project, including retaining copies of the following documents:

(a) procuring planning documents, including justifications for non-competitive procurements and contract amendments;

(b) the final version of the Solicitation Document that was issued to Potential Vendors;

(c) records of any communications with Potential Vendors;

(d) copies of all addenda that were issued to Potential Vendors;

(e) all bids received from Potential Vendors;

(f) any notes with respect to the review and evaluation of Bids;

(g) documented approval for the contract award; and

(h) signed contracts, subsequent purchase orders, Change Orders, and any other contract documents.

(2) All records shall be made available upon request to internal TCHC stakeholders conducting procurement and other audit and compliance reviews.

(3) Records related to all stages of a Procurement Project shall be retained in accordance with TCHC's Records Management Policy and the Retention Schedule established pursuant to that Policy.

4.9 Access to Information

(1) The maintenance, release and management of all procurement records must be in accordance with TCHC's Records Management Policy.

(2) TCHC is subject to the Municipal Freedom of Information and Protection of Privacy Act ("**MFIPPA**"). The Strategic Procurement Unit and Business Units must cooperate with TCHC's MFIPPA Head in connection with any requests for access to procurement-related documents.

4.10 Confidentiality

~~(1)~~ TCHC must ensure that Potential Vendor and Vendor information

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~~(2)~~(1) submitted in confidence as part of a Procurement Project is adequately protected.

~~(3)~~(2) The Strategic Procurement Unit and applicable Business Unit(s) must ensure that:

(a) notwithstanding Subsection 4.9(2), no commercially confidential information or other records exempt from disclosure under the MFIPPA are disclosed in a request for access to procurement-related documents; and

(b) all bids and contracts are kept in a secure location and only accessible by those individuals directly involved with the Procurement Project or as contemplated by Subsection 4.8.1(2).

4.11 Roles and Responsibilities

(1) There are several TCHC stakeholders involved in procurement and each role carries responsibilities. Regardless of who conducts a Procurement Project or procurement-related activity, where this Policy applies, all involved are obligated to comply with this Policy, act in the best interests of TCHC, and do their part to ensure due diligence in acquiring goods and services in a responsible and compliant manner with the utmost regard for obtaining the best Value for Money.

(2) The responsibilities outlined below are in addition to any responsibilities outlined in the procurement process stages addressed in Appendix A or described in Procurement ~~Guideline~~Protocols.

(3) **Strategic Procurement Unit** is responsible for:

(a) ownership and stewardship of the Policy, Procurement ~~Guideline~~Protocols, and any other assigned governance documents;

(b) overseeing, facilitating, and assisting Business Units with the execution of Procurement Projects to ensure sound decision-making, governance, and compliance;

(c) consulting with the Legal Services Division as needed regarding Procurement Processes in order to ensure that timely legal advice can be provided;

(d) reviewing and approving Procurement Projects, contract amendments and Change Orders within their approval authority under Section 4.6;

(e) supporting enterprise level reporting, metrics, and KPIs as part of oversight function;

(f) owning and managing procurement and Vendor databases; and

(g) supporting Business Units in monitoring and managing performance of Vendors in accordance with TCHC's Vendor Relationship Management Protocol.

(4) **Business Units** are responsible for:

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(a) initiating, planning, and executing Procurement Projects with the assistance of the Strategic Procurement Unit, including by:

(i) ensuring appropriate funding to cover the cost of a Procurement Project and resulting contract;

(ii) providing information on functionality and performance outcomes to aid the Strategic Procurement Unit in the development of specifications and evaluation criteria for a Procurement Project;

(iii) reviewing draft Solicitation Documents, contracts and Change Orders;

(iv) participating in the evaluation of Bids, providing business and technical expertise; and

(v) reviewing and approving Procurement Projects, contract amendments and Change Orders within their approval authority under Section 4.6;

(b) consulting with the Legal Services Division as needed regarding TCHC contracts in order to ensure that timely legal advice can be provided; and

(c) owning/managing contracts and the performance of the Vendor post-contract award.

(5) **Legal Services Division** is responsible for

(a) advising on legal aspects of procurement and contracting;

(b) providing advice to the Strategic Procurement Unit and to Business Units in relation to strategies to mitigate legal risks in Procurement Processes and TCHC contracts based on information provided;

(c) reviewing Solicitation Documents as requested;

(d) owning and managing standard contract templates in conjunction with the Strategic Procurement Unit and Business Units;

(e) reviewing and advising on proposed changes to TCHC's standard contract templates during contract negotiations; and

(f) providing legal advice and counsel to the relevant TCHC stakeholders in the event of a contract dispute or legal challenge arising from a Procurement Project.

(6) **Procurement Award Committee ("PAC"),** a management committee composed of members as outlined in the PAC Charter, is responsible for:

(a) ~~a. R~~reviewing and approving Procurement Projects, contract amendments and Change Orders within its approval authority under Section 4.6 and the PAC Charter.

(7) **Building Investment, Finance and Audit Committee** (“**BIFAC**”), a committee of the Board of Directors, is responsible for:

(a) reviewing and approving Procurement Projects, contract amendments and Change Orders within its approval authority under Section 4.6 and the BIFAC Charter; and

(b) monitoring and reviewing the implementation of any strategies and actions undertaken to address persistent issues of non-compliance with this Policy.

(8) **Board of Directors** is responsible for:

(a) approving this Policy and any subsequent amendments to this Policy consistent with its procurement oversight responsibility under the Board Charter; and

(b) reviewing and approving Procurement Projects, contract amendments and Change Orders as required by Section 4.6.

5. Compliance and Monitoring

5.1 Monitoring, Review, and Audit of Procurement Activities

~~(1)~~ TCHC’s Internal Audit and Finance Units will conduct regular audits of TCHC’s procurement activities, reviewing areas including, but not limited to, non-

~~(2)~~(1) competitive awards, change orders and contract amendments, Vendor selection, procurement approvals, financial controls and budget compliance, segregation of duties, record-keeping and documentation, Vendor performance, and contract management.

~~(3)~~(2) The Senior Director, Strategic Procurement Unit, may conduct random compliance checks to detect anomalies in procurement transactions. The Senior Director, Strategic Procurement Unit, may also recommend an independent audit in relation to high-value or high-risk procurements.

5.2 Mandatory Review of Procurement Policy and Procedures

(1) Non-compliance with this Policy may expose TCHC to the risk of:

(a) complaints by Potential Vendors and Vendors;

(b) reputational damage;

(c) damage to political relations; and

(d) bid challenges or other legal disputes.

(2) Business Units and the Strategic Procurement Unit are required to address non-compliance with this Policy. Where instances of non-compliance are identified, the Business Unit Head is expected to notify both the Strategic Procurement Unit and the

Legal Services Division to obtain advice with respect to mitigating potential risks to TCHC arising from the non-compliance.

(3) The Strategic Procurement Unit shall report to BIFAC no less than two (2) times per calendar year on compliance with the Policy. BIFAC, in accordance with the BIFAC Charter, shall be responsible for monitoring TCHC's compliance with this Policy, reporting to the Board with recommendations for rectifying instances of non-compliance and reviewing the implementation of any strategies and actions undertaken to address persistent issues of non-compliance with this Policy.

~~(4)~~ This Policy will be reviewed by the Strategic Procurement Unit once every ~~five~~

~~(5)~~ two (2) years, or as required, to ensure its goals are being met. The Strategic Procurement Unit shall report to BIFAC on the results of the review and recommend any revisions or additions for consideration. These revisions

~~(6)~~(4) might be recommended to reflect legislative changes, industry trends, internal audit findings, or any other factor that may be relevant.

~~(7)~~(5) TCHC's Procurement ~~Guideline~~Protocols will be reviewed and assessed by the Strategic Procurement Unit once every ~~five~~ two (2~~5~~) years, or as required, to ensure the currency of each procedure and that they promote the objectives of this Policy. The Strategic Procurement Unit shall report to BIFAC on the results of the reviews, including a summary of revisions or additions that will be made to the procedures.

6. Related Policies and Procedures

(1) In addition to this Policy, TCHC procurement is governed by or shall be conducted in accordance with all TCHC bylaws, policies, and governance documents applicable to procurement or procurement-related activity, including the following related bylaws, policies and governance documents:

(a) Financial Control Bylaw;

(b) Delegation of Financial Signing Authority;

(c) Social Procurement Framework;

(d) Procurement Protest Protocol;

(e) Vendor Relationship Management Protocol;

(f) Vendor Code of Conduct;

(g) Conflict of Interest Policy;

(h) Whistleblower Policy;

(i) Fair Wage Policy; and

(j) Records Management Policy.

7. Definitions

(1) **“Bid”** means a submission in response to a Solicitation Document, and includes proposals, quotations, or responses;

(2) **“Business Case”** means a document developed at the initial planning stage to provide a high-level description of the Procurement Project and identify the Funding Source for the purpose of obtaining conditional approval to proceed with the Procurement Project;

(3) **“Business Unit**” means one of TCHC’s units, departments, or divisions;

(4) **“Change Order”** means a requested change in the scope of work, term or dollar value of the original, approved Total Procurement Value;

(5) **“Conflict of Interest”** is defined in TCHC’s Conflict of Interest Policy and Board of Directors Conflict of Interest Policy and is described further in Section 4.2.1.1;

(6) **“Construction”** means any goods or services procured under a construction contract for the construction, reconstruction, demolition, repair or renovation of a building, structure or other engineering or architectural work, excluding professional consulting services related to the construction contract unless they are included in the procurement;

(7) **“Contract “A”“** means when the procurement process itself creates a legally binding contract between the procuring entity and each bidder who submits a compliant bid in response to a Solicitation Document. The terms of Contract A are found in the Solicitation Documents and are implied under common law;

~~(8)~~ **“Development Partner”** means a private developer working in partnership with TCHC to design and build new development and revitalization

~~(9)~~(8) projects.

~~(10)~~(9) **“Direct Award”** is a method of non-competitive procurement and involves a contract award outside of a competitive procurement process;

~~(11)~~(10) **“Funding Source”** means a budget from TCHC’s operating or capital accounts;

~~(12)~~(11) **“Limited Competition**” is a method of non-competitive procurement and is defined in Section 2.2 of Appendix B;

~~(13)~~ **“Mission”** means TCHC’s core mission to provide clean, safe, well-

~~(14)~~(12) maintained, affordable homes for residents. Through collaboration and with residents’ needs at the forefront, TCHC connects residents to services and opportunities, and helps foster great neighbourhoods where people can thrive;

~~(15)~~ **“Piggyback”** means a form of cooperative purchasing in which TCHC will be extended

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the pricing and terms of a contract established by another entity. TCHC may also include a Piggyback clause in its Solicitation

~~(16)~~(13) Documents and contracts, which permits TCHC to extend the pricing, terms and conditions of a contract to other government agencies or public authorities.

~~(17)~~(14) **"Potential Vendor"** means a person who submits a bid, proposal, or other response to a Solicitation Document;

~~(18)~~(15) **"Procurement ~~Guideline~~Protocols"** TCHC Procurement ~~Guideline~~Protocols are detailed and specific guidance documents that are created to describe step-by-step procedures to undertake a Procurement Project or a procurement-related activity such as approving a contract amendment or a Change Order.

~~(19)~~(16) **"Procurement Project"** means any purchase of goods, services or construction by TCHC using any method;

~~(20)~~(17) **"Qualified Vendor Roster"** means a competitive procurement arrangement that authorizes one or more qualified Vendors to provide goods or services for a defined time period on terms and conditions, including pricing, as set out in the applicable agreement;

~~(21)~~(18) **"Related Procurements"** means any procurement of goods or services arising from on Solicitation Document (e.g. even if through a Change Order);

~~(22)~~(19) **"Solicitation Document"** means the document issued by TCHC to solicit Bids from Potential Vendors;

~~(23)~~(20) **"TCHC Qualified Vendor Roster"** means Qualified Vendor Roster developed by TCHC through a Request for Vendor Qualifications;

~~(24)~~(21) **"Total Procurement Value"** means the financial value of the contractual obligation for the purposes of determining the Procurement Approval Authority and is defined in Section 4.6.1(1);

~~(25)~~(22) **"Value for Money"** is defined in Section 3.1;

~~(26)~~(23) **"Values"** means TCHC's values of respect, accountability, community collaboration, integrity, and accessibility for persons with disabilities, which shape TCHC's operations and ensure its actions align with its Vision and Mission;

~~(27)~~(24) **"Vendor"** means a person carrying on the business of providing deliverables;

~~(28)~~(25) "**Vendor Conflict of Interest**" means:

(a) in relation to a procurement process, a Vendor that has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

(i) having, or having access to, confidential information of TCHC in the preparation of its bid that is not available to other Vendors, or

(ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or

(iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

(b) in relation to the performance of the contract that is the subject of a procurement, that the Vendor's other commitments, relationships or financial interests:

(i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or

(ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

~~(29)~~(26) **"Vendor Selection Letter"** means the letter sent by the Strategic Procurement Unit to the chosen Vendor informing them of the decision to award a contract; and

~~(30)~~(27) **"Vision"** means TCHC's vision to provide quality homes in vibrant communities where people are proud to live and work.

8. Commencement and Review

Version	Date	Description of changes	Approval
1.0	October 2012	New	Board
2.0	July 2025	Full policy revision	Board
3.0	May 2026	Minor Revisions	Board

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Next Planned Publication: ~~July 2030~~Q2, 2028

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APPENDIX A
PROCUREMENT LIFECYCLE

1.0 Stage 1: Initial Planning and Conditional Approval

(1) Effective procurement planning is essential to ensure an effective result and to limit risk to TCHC. Business Units, together with the Strategic Procurement Unit and Legal Services Division where necessary, are responsible for ensuring the development and approval of a plan for each Procurement Project in accordance with Procurement ~~Guideline~~Protocols.

(2) Initial planning must:

(a) clearly identify the goods and/or services being procured;

(b) determine whether there are any existing contracts;

(c) accurately estimate the Total Procurement Value;

(d) assess potential opportunities to include social, ethical, or sustainable aspects in the procurement;

(e) assess whether there is a broader need across TCHC (e.g., in other Business Units) for similar deliverables; and

(f) identify any opportunities for leveraging a buying group or cooperative purchasing.

(3) At this stage, the Business Unit must ensure funding is available to cover the cost of the Procurement Project, the resulting contract, and an appropriate contingency amount. Conditional approval from the financial approval authority outlined in TCHC's Delegation of Financial Signing Authority may be required.

2.0 Stage 2: Procurement Stream, Method, and Detailed Planning

(1) The Business Unit, in conjunction with the Strategic Procurement Unit, must identify the appropriate procurement stream and method for the Procurement Project and then prepare an appropriate Procurement Project plan.

(2) There are two main procurement streams: competitive and non-competitive. Procurement methods under these streams are outlined in Section 4.0.

(3) The detailed planning required for a Procurement Project will vary depending on the chosen procurement method, the Procurement Project's complexity and risk level, and the estimated Total Procurement Value. Detailed planning should be conducted in accordance with applicable Procurement ~~Guideline~~Protocols having regard to the Procurement Approval Authority that must be obtained in Stage 5.

2.1 Information Gathering Procurement Methods

(1) When relevant, the Strategic Procurement Unit will assist Business Units in the development of requirements for a Procurement Project through the use of informal market research and formal market research including, but not limited to, the use of market soundings, reverse trade shows, trade shows or vendor days, Requests for Information ("RFI"), Requests for Expressions of Interest ("**RFEI**"), or any other method as identified as appropriate by the Strategic Procurement Unit.

(a) RFIs are used to gather general supplier, service or product information. An RFI is a procurement method whereby suppliers are provided with a general or preliminary description of a problem or need and are requested to provide information or advice about how to better define the problem or need, or alternative solutions and costs, for the purpose of better planning the technical specification requirements of a future solicitation that may result in an award. A response to an RFI will not pre-qualify any potential supplier and will not result in an award.

(b) RFEIs are used to gather information on future supplier interest in an opportunity or information on supplier capabilities or qualifications for the purpose of better planning the supplier qualification requirements of a future procurement that may result in an award. A response to an RFEI will not pre-qualify any potential supplier and will not result in an award.

(2) Information gathering procurement methods are used to obtain information on the availability of goods or services, the availability of potential vendors, and the level interest in the procurement opportunity.

(3) The information obtained from these processes may be used by the Strategic Procurement Unit and Business Units to assess whether a competitive process will be necessary, or appropriate, and to provide the information needed to define the requirements before moving onto the competitive phase.

(4) The Strategic Procurement Unit shall not use a response from an RFI or an RFEI to pre-qualify potential suppliers or to influence the chances of the participating vendors to become the successful vendor in any subsequent Procurement Project.

2.2 Buying Organizations, Cooperative Procurement and Piggybacking

(1) TCHC prioritizes collaborative and cooperative procurement with group buying organizations and public sector partners.

(2) TCHC may acquire goods or services through a buying group, participate in cooperative purchasing projects with other organizations, and Piggyback on other government agencies or public authorities contracts, where it is in the best interests of TCHC to do so. TCHC may also allow other government agencies or public authorities to Piggyback on contracts established by TCHC.

(3) Where TCHC identifies an opportunity to use a buying group, participate in a cooperative purchasing project, or to Piggyback contract, then the policies and procedures of the buying group, or government agencies or public authorities leading the procurement are

to be the accepted policies and procedures, provided they are compliant with TCHC's legal obligations and consistent with the spirit of this Policy.

(4) All cooperative procurements le~~a~~d by TCHC must comply with this Policy and applicable Procurement ~~Guideline~~Protocols.

3.0 Stage 3: Preparation of Solicitation Documents

(1) The Strategic Procurement Unit is responsible for preparing Solicitation Documents, in consultation with the Business Unit, based on the Procurement Project plan. The Strategic Procurement Unit shall endeavour, where appropriate, to use TCHC's standardized procurement clauses.

(2) All Solicitation Documents shall clearly identify the requirements of the Procurement Project, the criteria that will be used in the evaluation of bids and, where appropriate, the methods of weighting and evaluating the criteria.

(3) In addition, all Solicitation Documents issued will, where appropriate:

(a) clearly outline mandatory, rated, and other criteria that will be used to evaluate bids, including the weight of each criterion;

(b) state that bids that do not meet the mandatory criteria will be disqualified;

(c) clearly establish the formula for calculating the total price or cost;

(d) ensure that all mandatory and rated criteria comply with the applicable trade agreements;

(e) minimize mandatory requirements (e.g., submission and performance mandatory requirements) to ensure that no bid is disqualified except to serve a legitimate business or public policy objective;

(f) allocate maximum justifiable weighting to the price or cost component of the evaluation criteria; and

(g) disclose whether negotiations are permitted, and if so, whether the negotiations will be concurrent negotiations or consecutive negotiations, the permitted scope of negotiations, and the process for negotiations.

(4) The Business Unit and, if requested, the Legal Services Division must review and approve Solicitation Documents before finalization and issuance.

3.1 Social, Ethical, and Sustainable Specifications and Evaluation Criteria

(1) When preparing Solicitation Documents, the Business Unit and the Strategic Procurement Unit must discuss whether and how to include social, ethical, or sustainable specifications and evaluation criteria.

3.2 Form of Contract

(1) Where appropriate, Solicitation Documents should include the form of contract that will be executed with the chosen Vendor. The Strategic Procurement Unit shall endeavour, where appropriate, to use TCHC's contract templates. The Legal Services Division must be consulted with respect to any changes to contract terms.

4.0 Stage 4: The Procurement Process

(1) Once Solicitation Documents have been reviewed and are ready for release, the Strategic Procurement Unit must issue Solicitation Documents in accordance with applicable trade agreements and conduct the procurement process according to the timelines and stages set out in the Solicitation Documents.

(2) The procurement process may include meetings with Potential Vendors, the issuance of addenda, bid receipt and evaluation, and Vendor selection for contract award or negotiation.

5.0 Stage 5: Contract Negotiation, Award and Finalization

(1) For any binding procurement format where a "Contract A" was created, the selected Vendor must sign the form of contract approved by the Legal Service Division that was issued with the Solicitation Documents.

(2) For negotiated procurement formats or procurement formats where the Vendor's form of contract will be used, the Legal Services Division must manage the negotiation and finalization of the form of contract, in cooperation with the Business Unit and Strategic Procurement Unit.

5.1 Contract Negotiation

(1) Where Solicitation Documents provide for negotiations with one or more Potential Vendors, the negotiations must be conducted fairly and consistently and in accordance with the Solicitation Documents.

(2) Negotiations must be conducted in a manner that does not disclose confidential commercial information about a Potential Vendor to any other Potential Vendor.

(3) Either the Business Unit or the Strategic Procurement Unit, as appropriate, must document negotiation discussions, including pre-negotiation objectives, discussion summaries, and agreed-upon terms.

5.2 Award Approval

(1) In order to award and finalize a contract, the necessary Procurement Approval Authority specified in Section 4.6~~5.0~~ must be obtained, as well as any additional Delegation of Financial Signing Authority approval.

5.2.1 Procurement Approval Report

(1) The Business Unit must draft, in cooperation with the Strategic Procurement Unit, a Procurement Approval Report in the format prescribed by the Strategic Procurement Unit or applicable Procurement ~~Guideline~~Protocols.

5.2.2 Issuance of Approval

(1) The applicable Procurement Approval Authority will receive and consider the Procurement Approval Report and communicate its decision to the Strategic Procurement Unit within any prescribed timeline.

5.3 Communication of Contract Award and Contract Finalization

(1) Once the necessary approvals have been obtained, the Strategic Procurement Unit is responsible for sending a Vendor Selection Letter to the selected Vendor. The Vendor Selection Letter must include the form of agreement or contract to be signed.

(2) The contract must first be executed by the Vendor and then executed by TCHC in accordance with the Delegation of Financial Signing Authority. The contract must be fully finalized and signed, prior to the commencement of the services or the delivery of the goods.

6.0 Stage 6: Post-Award Process

6.1 Contract Award Notification

(1) For all Procurement Projects exceeding applicable trade agreement thresholds, the Strategic Procurement Unit must post the notice of award on the TCHC website. The Strategic Procurement Unit must also notify unsuccessful Potential Vendors in writing, informing them that they were not selected.

6.2 Post-Award Debriefing

(1) The Strategic Procurement Unit must provide a debriefing upon request to any Potential Vendor that participates in a competitive procurement process covered by applicable trade agreements. Debriefings will be conducted by the Strategic Procurement Unit and a representative of the appropriate Business Unit. All debriefings will take place after contract award (if any). Through the debriefing, TCHC will provide an unsuccessful Potential Vendor with an explanation of the reasons why TCHC did not select the Potential Vendor's Bid, as required by the trade agreements.

7.0 Stage 7: Contract Management

(1) Business Units are responsible for all aspects of ongoing contract management. The following principles must be followed with respect to the management of all TCHC contracts:

7.1 Project Management

(1) The projects under each contract must be appropriately managed to ensure that all deliverables are properly received, payments are appropriately made, all timelines are met and any extension options are appropriately exercised.

7.2 Payments to Vendors

(1) Business Units are responsible for ensuring that all payments are made in accordance with the contract and for promptly reviewing and approving Vendor invoices in accordance with the Delegation of Financial Signing Authority. The Business Unit is also responsible for any invoice disputes, promptly advising both the Vendor and the Accounts Payable department of any invoice disputes and working with the Vendor to resolve the issue.

(2) Business Units are also responsible for managing the use of contingency allowances within the approved Procurement Project budget.

7.3 Contract Amendments (including Change Orders)

(1) Contract amendments, including Change Orders, can be made in compliance with applicable trade agreements, although diligent planning and careful drafting of Solicitation Documents in Stages 1-3 of the procurement lifecycle should reduce the need for contract amendments.

(2) While there may be valid business reasons for contract amendments, these can have procurement-related implications if they impact the original Total Procurement Value, contract term, or scope of work.

(3) Contract amendments should be directly connected or incidental to the original scope of the contract. Contract amendments are typically not permitted under applicable trade agreements if they amount to a new procurement that was not contemplated by the procurement that resulted in the contract that is being amended.

(4) Approval from a Procurement Approval Authority and other TCHC stakeholders (e.g., Legal Services Division) may be required depending upon the character of the amendment and whether it changes the Total Procurement Value or the term or scope of the contract. Additional financial approval in accordance with the Delegation of Financial Signing Authority may also be required.

(5) Procurement ~~Guideline~~Protocols provide more detail and step-by-step procedures regarding the approval of contract amendments and Change Orders.

7.4 Contract Disputes

(1) All potential contract disputes with Vendors should be managed in accordance with the dispute resolution mechanisms outlined in the contract. Where a contract is silent on dispute resolution, Business Units must ensure that potential disputes are proactively managed and appropriately escalated. Written copies of all communications and correspondence with Vendors concerning a contract dispute must be maintained by the Business Unit.

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7.5 Vendor Relationship Management

(1) Vendors must agree to comply with the terms of TCHC's Vendor Code of Conduct.

(2) Business Units must ensure that the performance of all Vendors is appropriately monitored and recorded in accordance with the terms of the contract, the Vendor Code of Conduct and the Vendor Relationship Management Protocol. Business Units must maintain written records of any performance issues, including correspondence or notifications to vendors. Ensuring that performance problems are addressed quickly and effectively and that a written record is kept of all matters connected with performance tracking is essential to proper contract management.

(3) The recorded information may be used by TCHC in various ways that supports its management of the vendor, including but not limited to:

(a) to monitor contract compliance;

(b) to supplement a pre-qualification process;

(c) to justify rejecting a vendor's bid in future procurements for similar deliverables;

(d) to justify suspending a supplier from future procurements; or

(e) as part of the evaluation of minimum vendor performance and experience criteria for another solicitation.

(4) In case of recurring concerns with respect to vendor performance, the Business Unit must follow the escalation procedures set out in TCHC's Vendor Relationship Management Protocol.

7.6 Contract Renewal

(1) Contracts may only be renewed within the originally defined term as set out in the Solicitation Document. Any renewal beyond the originally defined term is considered Direct Award, requiring proper justification and approval. Where there is justification for renewal, the decision whether to renew a contract must be made by the applicable Procurement Approval Authority based on vendor performance, operational need, and financial impact to ensure TCHC continues to obtain Value for Money. Additional financial approval in accordance with the Delegation of Financial Signing Authority may also be required.

7.7 Contract Close-Out

(1) Business Units must conduct final vendor performance assessments before closing out a contract and must ensure that appropriate records of this assessment are maintained. The final vendor performance assessment must verify all deliverables, payments, and obligations have been completed prior to contract close-out.

7.8 Contract Termination

(1) A contract can only be terminated prior to its expiry date with the involvement of TCHC's Legal Services Division, the Strategic Procurement Unit, and in accordance with the terms and conditions outlined in the contract.

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APPENDIX B
PROCUREMENT METHODS

1.0 Competitive Procurement Methods

1.1 Open Competitions

(1) An Open Competition may be a single-stage or multi-stage procurement process. Where this Policy requires TCHC to conduct an Open Competition, this requirement is achieved by issuing a Solicitation Document using a system that is open to any qualified Potential Vendor.

(2) Open Competition procurement formats include, but are not limited to:

(a) Requests for Quotations ("**RFQ**"), which are used to procure simple goods and services where Potential Vendor ranking is based on lowest price or highest scoring.

(b) Requests for Proposals ("**RFP**"), which are used to procure goods, and services where price is usually not the primary evaluation factor and Potential Vendor ranking is assessed based on high score which includes scoring based on submitted price. RFPs may include a provision for a negotiations stage between TCHC and Potential Vendors.

(c) Invitations to Tender ("**ITT**"), which are used to procure goods or construction where the specifications or requirements are well-defined, the terms of the contract are clear, and where bidder ranking is assessed based on lowest price.

(d) Requests for ~~Vendor~~ PreqQualifications ("**RFP~~V~~Q**"), which are used to prequalify Potential Vendors for eligibility to participate in the second stage of a two-stage competitive process~~ or for inclusion on a Qualified Vendor Roster~~.

~~( ) Qualified Vendor Rosters are discussed in Section 1.2 below.~~

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~~1.3~~1.2 Roster Competitions

(1) Roster Competitions are competitive procurement processes which begin with the issuance of a Request for Vendor Qualifications ("RFVQ") which are open to any qualified Potential Vendor and are used to prequalify Potential Vendors for inclusion on a Qualified Vendor Roster.

~~(1) ere participation is restricted to Potential Vendors on a Qualified Vendor Roster.~~

(2) TCHC may establish its own Qualified Vendor Rosters for the acquisition of specific goods and services ~~through an Open Competition~~ (a "**TCHC Qualified Vendor Roster**"). Once established, a TCHC Qualified Vendor Roster must be maintained in compliance with applicable trade agreements. Purchases from suppliers on a TCHC Qualified Vendor Roster must be made in accordance with a second-stage selection process in compliance

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with applicable trade agreements and the terms and conditions of the Qualified Vendor Roster set out in the applicable RFVQ.

(3) TCHC may also treat a cooperative vendor roster as an open and competitive prequalification of vendors and conduct a second-stage selection process in lieu of a TCHC-led ~~open competitive process~~Open Competition or Roster Competition, where required.

2.0 Non-Competitive Procurement Methods

2.1 Direct Awards

(1) For all Procurement Projects with a Total Procurement Value exceeding applicable trade agreement thresholds, TCHC may proceed with a Direct Award in the circumstances listed in Subsection 2.1.1 below, subject to the approval of the applicable authority out in Section 4.6~~ and Appendix C of the Policy~~.

2.1.1 Direct Award Justifications

(1) If:

(a) no Bids are submitted or no Potential Vendors requested participation;

(b) no Bids that conform to the essential requirements of the Solicitation Document were submitted;

(c) no Potential Vendors satisfied the conditions for participation; or

(d) the submitted Bids were collusive,

provided that the requirements of the Solicitation Document are not substantially modified.

(2) If the goods or services can be supplied only by a particular Vendor and no reasonable alternative or substitute goods or services exist for any of the following reasons:

(a) the requirement is a work of art;

(b) the protection of patents, copyrights or other exclusive rights;

(c) due to an absence of competition for technical reasons;

(d) the supply of goods or services is controlled by a Vendor that is a statutory monopoly (must consult the Legal Services Division for approval before proceeding);

(e) to ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative (must consult the Legal Services Division for approval before proceeding);

(f) work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work (must consult the Legal Services Division for approval before proceeding);

(g) work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor (must consult the Legal Services Division for approval before proceeding); or

(h) the procurement is for subscriptions to newspapers, magazines, or other periodicals (must consult the Legal Services Division for approval before proceeding).

(3) For additional deliveries by the original Vendor of goods or services that were not included in the initial procurement, if a change of Vendor for such additional goods or services:

(a) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and

(b) would cause significant inconvenience or substantial duplication of costs for TCHC;

(4) If strictly necessary, and for reasons of urgency brought about by events unforeseeable by TCHC, the goods or services could not be obtained in time using a competitive procurement process (see Section 3.0 of Appendix B);

(5) For goods purchased on a commodity market;

(6) If TCHC procures a prototype or a first good or service that is developed in the course of, and for, a particular contract for research, experiment, study, or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;

(7) For purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular suppliers;

(8) If a contract is awarded to a winner of a design contest provided that:

(a) the contest has been organized in a manner that is consistent with applicable trade agreements, in particular relating to the publication of a tender notice; and

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(b) the participants are judged by an independent jury with a view to a design contract being awarded to a winner; or

(9) If goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through a competitive procurement process could reasonably be expected to compromise government confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest (must consult the Legal Services Division for approval before proceeding).

2.2 Limited Competition

(1) Where a Procurement Project, based on the Total Procurement Value, does not require a competitive procurement method, TCHC should conduct a Limited Competition by requesting Bids from at least three (3) qualified Potential Vendors unless one of the Direct Award justifications listed in Subsection 2.1.1 of Appendix B ~~are~~ is present.

3.0 Emergency Procurement

(1) While emergency procurement may be necessary on occasion, purchases should be limited to only those goods and services necessary to meet emergency requirements and as permitted by applicable trade agreements (see Subsection 2.1.1(4) of Appendix B).

(2) Insufficient time alone (for example, due to a lack of planning) is not considered an unforeseen situation of urgency justifying an emergency procurement. Emergency procurement is an extraordinary response undertaken in any of the following circumstances:

(a) where the purchase of goods and services is necessary due to unforeseen circumstances that may result in material risk of financial loss;

(b) where the purchase of goods and services is necessary because of immediate risk to the safety or health of TCHC's employees, tenants, or the general public; or

(c) when inaction or lack of response will result in serious damage to TCHC's property.

(3) TCHC may develop a policy addressing emergency procurement to facilitate accelerated procurement approvals, expedited Vendor selection, and streamlined contracting.

(4) All emergency procurements will be subject to the same record-keeping requirements as outlined in Section 4.8 of the Policy.

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APPENDIX C
PROCUREMENT THRESHOLD AMOUNTS

i. Procurement ~~Approvals for Competitive Procurements~~Methodology Requirements

Total Procurement Value* (before taxes)	Procurement Methodology
Up to $50,000	Neither a~~A formal~~ competitive nor a Non-Competitive procurement process is ~~not~~ required~~; however, a Limited Competition should be conducted~~
$50,000 up to $139~~3~~,0~~8~~00	A ~~formal~~ competitive procurement process is not required; however, a Limited Competition should be conducted;
$139~~3~~,0~~8~~00 up to ~~$500,000~~$653,200	Open Competition or Roster Competition (Goods/Services or Construction); or a Direct Award with applicable justification.~~.~~
$~~500,000~~653,200 up to $~~85,0800,000~~ 9,200,000	Open Competition or Roster Competition (Construction only); or a Direct Award with applicable justification.
$~~85,0800,000~~9,200,000+ ~~up to $10,000,000~~	Open Competition; or a Direct Award with applicable justification.

Notes:

- Regardless of Total Procurement Value, Procurement Approval of BIFAC (up to $10,000,000) or the Board of Directors is required in the circumstances described in Section 4.6.3 of the Policy.
- The Total Procurement Value thresholds are updated to reflect the current applicable Trade Agreement requirements effective as of January 1, 2026.
- *Refer to Section 4.6.1 for Total Procurement Value definition.

~~**$10,000,000 +**~~	~~Open Competition~~

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Procurement Policy

Version: 3.0

Policy Owner: Strategic Procurement Unit

Approval: Board

Effective Date: xx 2026

Toronto Community Housing

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1. Purpose

(1) The primary purpose of the Toronto Community Housing Corporation (“**TCHC**”) Procurement Policy (the “**Policy**”) is to acquire goods and services in an open, fair, transparent, and accountable manner that is consistent with the Vision, Mission, and Values of TCHC.

(2) As a non-profit public purpose corporation wholly owned by the City of Toronto, and the largest social housing provider in Canada, TCHC recognizes the critical importance of responsibly managing public funds. As such, another important purpose of the Policy is to ensure that all procurement by or on behalf of TCHC is undertaken in a cost-effective manner while obtaining the best Value for Money for TCHC.

(3) Furthermore, the purpose of the Policy is:

(a) to ensure that current legal requirements with respect to purchases by TCHC are met, including all applicable laws, regulations, by-laws, policies, and trade agreements;

(b) to ensure that procurement is conducted efficiently in accordance with TCHC’s business needs;

(c) to ensure that any person who plays a role in purchasing goods or services for TCHC is aware of the governing law, policies, and procedures that apply, and that they adhere to the highest standards of ethical conduct;

(d) to establish a procurement governance framework and guidelines for purchasing goods and services for TCHC to ensure consistency in the management of procurement processes and purchasing decisions;

(e) to ensure qualified Potential Vendors are permitted to participate in fair procurement processes for the contracts awarded by TCHC; and

(f) to raise awareness of the social, ethical, and sustainable aspects of procurement that play an important role in helping TCHC foster great neighbourhoods where people can thrive.

2. Scope

(1) The Policy applies to the Board of Directors, staff, Vendors, and Development Partners when involved in the procurement of goods and services by and on behalf of TCHC and its wholly owned subsidiary corporations, unless specifically exempted below or by extraordinary approval of the Board of Directors.

(2) This Policy **does not** apply to:

(a) non-legally binding/non-contractual agreements;

(b) any form of assistance, such as grants, loans, equity infusions, guarantees, and fiscal incentives;

(c) acquisition or rental of land, existing building, or other immovable property, or rights thereon;

(d) procurement of:

(i) financial services respecting the management of government financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution;

(ii) health and social services;

(iii) services that may, under applicable law, only be provided by licensed lawyers or notaries; or

(iv) services of expert witnesses or factual witnesses used in court or legal proceedings;

unless the procurement is subject to the Canada-EU Comprehensive Economic and Trade Agreement ("**CETA**");

(e) procurement of goods or services:

(i) by TCHC on behalf of an entity not covered by this Policy nor applicable trade agreements;

(ii) between enterprises controlled by or affiliated with TCHC, or between TCHC and another government body or enterprise;

(iii) from philanthropic institutions, non-profit organizations, prison labour, or natural persons with disabilities, unless the procurement is subject to CETA;

(f) procurement of goods or services intended for resale to the public;

(g) anything covered by the Employee Expense Policy or the Tenant Expense Policy; and

(h) procurement by a Vendor or Development Partner on behalf of TCHC pursuant to the terms and conditions of a project agreement, contract or other arrangement that exempts the procurement from the Policy.

3. Guiding Principles

3.1 Value for Money

(1) Procurement Projects will deliver optimal Value for Money, which means the most advantageous combination of financial and non-financial factors to meet TCHC's requirements. These factors may include:

(a) total cost of acquisition;

(b) quality;

(c) suitability for intended use/fit-for-purpose;

(d) product or service lead time and delivery schedule;

(e) Vendor performance;

(f) product or service support;

(g) support and maintenance considerations;

(h) end-of-life disposal;

(i) risk mitigation;

(j) impact on TCHC tenants and communities;

(k) tenant employment and economic opportunities; and

(l) social, ethical, and sustainable procurement considerations, which are defined in more detail in Subsections 3.3 to 3.5 below.

3.2 Unsolicited Quotations or Proposals

(1) Unsolicited quotations or proposals should not be considered where they would circumvent any planned Procurement Project. An unsolicited quotation or proposal will not be considered except in compliance with the applicable trade agreements.

3.3 Social Procurement

(1) Social procurement leverages purchasing power to achieve positive social outcomes alongside traditional economic goals. Social procurement is a catalyst for increasing opportunities for tenants who are disproportionately impacted by poverty and will support improving living conditions at household and community levels. Social procurement empowers TCHC to gain from the substantial contributions and resources from TCHC's supply chain that will be reinvested into community economic development initiatives.

(2) TCHC's approach to social procurement focuses on strategic sourcing, procuring with impact, and equitable internal controls. In keeping with TCHC's commitment to social procurement, TCHC will prioritize contracts for social procurement Vendors and ensure that support for and understanding of social procurement is built across TCHC, among other activities. More details can be found in TCHC's Social Procurement Framework.

3.4 Ethical Procurement

(1) TCHC will conduct Procurement Projects with integrity, transparency and in accordance with ethical procurement principles, including promoting labour rights and fair working conditions and the avoidance of Conflicts of Interest.

(2) Valuing ethical procurement safeguards TCHC's supply chain against human trafficking, forced labour and child labour; promotes human rights and responsible business conduct; and fosters positive socioeconomic outcomes, including by promoting the payment of fair wages by TCHC contractors and sub-contractors.

(3) Section 4.2 of the Policy provides further information on TCHC's management of Conflicts of Interest in procurement.

3.5 Sustainable Procurement

(1) Sustainable procurement balances environmental, societal and economic considerations in each procurement activity. This requires a careful and thorough evaluation of procurement requirements while also exploring opportunities that are environmentally responsible and promote great neighbourhoods where people can thrive.

(2) TCHC will give appropriate consideration in the evaluation process to those goods, services, and Potential Vendors that reflect a commitment to sustainability, including but not limited to:

(a) reusable, biodegradable, or recycled goods;

(b) energy-efficient or low carbon products;

(c) carbon emissions in production and distribution;

(d) lower life-cycle costs through minimizing waste, emissions, and maintenance costs;

(e) fair trade products; and

(f) environmental policies, climate action plans, and/or net-zero strategies.

3.6 Buy Canadian

(1) TCHC will give consideration to prioritizing the procurement of goods and services from Canadian suppliers, wherever feasible and ensuring value for money. Where appropriate, TCHC will align its practices with the City of Toronto. TCHC will follow any specific direction to TCHC in relation to domestic procurement requirements issued by the City of Toronto, Province of Ontario or Government of Canada.

4. Policy Details

4.1 Procurement Protocols

(1) Procurement Protocols shall be read in conjunction with this Policy and documents captured by Section 6. In cases where Procurement Protocols are not consistent, this Policy and documents captured by Section 6 shall take precedence.

4.2 Conflicts of Interest

4.2.1 Managing Conflicts of Interest in Procurement

(1) Conflicts of Interest in procurement will be managed by TCHC in accordance with applicable law, the provisions of this Policy, and other relevant TCHC policies, including TCHC's Conflict of Interest Policy and Board of Directors Conflict of Interest Policy.

4.2.1.1 Internal Conflicts

(1) TCHC staff and Board members must comply with TCHC's Conflict of Interest Policy and Board of Directors Conflict of Interest Policy.

(2) All participants in a Procurement Project, including all Strategic Procurement Unit staff, all involved members of the Business Unit, all members of the evaluation team, and all decision makers, must declare actual, potential or apparent Conflicts of Interest in writing to the Strategic Procurement Unit.

(3) TCHC's Board of Directors and staff must not have any direct or indirect involvement in any Procurement Project or decision outside of the required approvals and procurement roles set out in these

procedures.

4.2.1.2 External (Vendor) Conflicts

(1) Procurement Projects must also be free from Vendor Conflicts of Interest. All Vendors must be required to declare, as part of their Bid in a procurement process, that there are no Vendor Conflicts of Interest, or they must provide details of any actual or potential or apparent Vendor Conflicts of Interest. The Strategic Procurement Unit must ensure that all procurement templates include appropriate Vendor Conflict of Interest language and declarations.

(2) Where a Vendor is retained to participate in the development of a Solicitation Document or the specifications for inclusion in a Solicitation Document, that Vendor must not be allowed to submit a Bid or directly or indirectly participate in the submission of any Bid in response to that Solicitation Document. While this restriction shall be deemed to apply to all TCHC Procurement Projects, it must be disclosed in the initial procurement process by which the Vendor is retained.

4.3 Reporting Suspected Misconduct

(1) Staff, directors, and tenants of TCHC may report suspected fraud or other wrongdoing in relation to a Procurement Project in accordance with TCHC's Whistleblower Policy.

4.4 The Procurement Lifecycle

(1) There are seven stages to the lifecycle of a TCHC Procurement Project:

(a) Stage 1: Initial Planning and Conditional Approval

(b) Stage 2: Procurement Streaming and Detailed Planning

(c) Stage 3: Preparation of the Solicitation Document(s)

(d) Stage 4: Vendor Selection

(e) Stage 5: Contract Approval and Finalization

(f) Stage 6: Post-Award Process

(g) Stage 7: Contract Management

(2) Appendix A explains the procurement lifecycle at a high level. Procurement Protocols provide more detail and step-by-step procedures for completing each stage of the procurement lifecycle. These Procurement Protocols further ensure clear segregation of duties, engagement of relevant TCHC stakeholders, and compliance with all legal requirements having appropriate regard to the Total Procurement Value, the time that is required to complete a Procurement Project, and the needs of TCHC's Business Units.

4.5 Procurement Methods

(1) The Strategic Procurement Unit, in conjunction with the applicable Business Unit, is responsible for selecting the appropriate procurement method during Stage 2 of the procurement lifecycle.

(2) The appropriate procurement method should be determined in accordance with any applicable Procurement Protocols having particular regard to the nature of the Procurement Project, the Total Procurement Value, timelines, whether negotiations should be included as part of the procurement process and other business requirements. See Appendix B for types of Procurement Methods.

4.6 Total Procurement Value and Procurement Approvals

4.6.1 Total Procurement Value

(1) The threshold Total Procurement Value means the maximum total value of a Procurement Project over its entire duration, whether awarded to one or more Vendors, taking into account all forms of remuneration, including premiums, fees, commissions, and interest, and the total value of options, if applicable.

(2) Larger purchases cannot be split into smaller components to circumvent the threshold requirements.

(3) Where a Procurement Project involves multiple related procurements,

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the Procurement Project's Total Procurement Value, and the level of Procurement Approval Authority required, would be determined by the cumulative value of all related procurements.

4.6.2 Procurement Approval Authority

(1) Except where the procurement approval of the Building Investment, Finance and Audit Committee ("**BIFAC**") or the Board of Directors is required, as described in Section 4.6.3, the Procurement Approval Authority shall be equivalent to the approval authority set out in the Delegation of Financial Signing Authority.

(2) Any contract amendment, including Change Orders, resulting in a Total Procurement Value above the original Procurement Approval Authority's approval level must be approved by the applicable Procurement Approval Authority for the new Total Procurement Value.

4.6.3 Procurement Approval by BIFAC or the Board of Directors

(1) Procurement Approval by BIFAC (up to $10,000,000) or the Board of Directors is required where:

- (a) the resulting contract, including renewal options, will exceed five years;
- (b) approval is escalated to BIFAC or the Board of Directors by a lower level of approval authority due to identified risks or strategic importance;
- (c) the Procurement Project or resulting contract is identified as high risk at Stage 1 or Stage 5 of the procurement process; or
- (d) BIFAC or the Board of Directors directs TCHC staff that BIFAC or Board approval is required.

4.7 Procurement Protest Protocol

(2) Any complaint or challenge arising from a Procurement Project shall be directed to the Strategic Procurement Unit pursuant to TCHC's Procurement Protest Protocol.

4.8 Record-Keeping

4.8.1 General Record-Keeping Requirement

(1) The Strategic Procurement Unit must maintain proper documents for all stages of the Procurement Project, including retaining copies of the following documents:

- (a) procuring planning documents, including justifications for non-competitive procurements and contract amendments;
- (b) the final version of the Solicitation Document that was issued to Potential Vendors;
- (c) records of any communications with Potential Vendors;
- (d) copies of all addenda that were issued to Potential Vendors;
- (e) all bids received from Potential Vendors;
- (f) any notes with respect to the review and evaluation of Bids;
- (g) documented approval for the contract award; and
- (h) signed contracts, subsequent purchase orders, Change Orders, and any other contract documents.

(2) All records shall be made available upon request to internal TCHC stakeholders conducting procurement and other audit and compliance reviews.

(3) Records related to all stages of a Procurement Project shall be retained in accordance with TCHC's Records Management Policy and the Retention Schedule established pursuant to that Policy.

4.9 Access to Information

(1) The maintenance, release and management of all procurement records must be in accordance with TCHC's Records Management Policy.

(2) TCHC is subject to the Municipal Freedom of Information and

Protection of Privacy Act ("**MFIPPA**"). The Strategic Procurement Unit and Business Units must cooperate with TCHC's MFIPPA Head in connection with any requests for access to procurement-related documents.

4.10 Confidentiality

(1) TCHC must ensure that Potential Vendor and Vendor information submitted in confidence as part of a Procurement Project is adequately protected.

(2) The Strategic Procurement Unit and applicable Business Unit(s) must ensure that:

(a) notwithstanding Subsection 4.9(2), no commercially confidential information or other records exempt from disclosure under the MFIPPA are disclosed in a request for access to procurement-related documents; and

(b) all bids and contracts are kept in a secure location and only accessible by those individuals directly involved with the Procurement Project or as contemplated by Subsection 4.8.1(2).

4.11 Roles and Responsibilities

(1) There are several TCHC stakeholders involved in procurement and each role carries responsibilities. Regardless of who conducts a Procurement Project or procurement-related activity, where this Policy applies, all involved are obligated to comply with this Policy, act in the best interests of TCHC, and do their part to ensure due diligence in acquiring goods and services in a responsible and compliant manner with the utmost regard for obtaining the best Value for Money.

(2) The responsibilities outlined below are in addition to any responsibilities outlined in the procurement process stages addressed in Appendix A or described in Procurement Protocols.

(3) **Strategic Procurement Unit** is responsible for:

(a) ownership and stewardship of the Policy, Procurement Protocols, and any other assigned governance documents;

(b) overseeing, facilitating, and assisting Business Units with the execution of Procurement Projects to ensure sound decision-making, governance, and compliance;

(c) consulting with the Legal Services Division as needed regarding Procurement Processes in order to ensure that timely legal advice can be provided;

(d) reviewing and approving Procurement Projects, contract amendments and Change Orders within their approval authority under Section 4.6;

(e) supporting enterprise level reporting, metrics, and KPIs as part of oversight function;

(f) owning and managing procurement and Vendor databases; and

(g) supporting Business Units in monitoring and managing performance of Vendors in accordance with TCHC's Vendor Relationship Management Protocol.

(4) **Business Units** are responsible for:

(a) initiating, planning, and executing Procurement Projects with the assistance of the Strategic Procurement Unit, including by:

(i) ensuring appropriate funding to cover the cost of a Procurement Project and resulting contract;

(ii) providing information on functionality and performance outcomes to aid the Strategic Procurement Unit in the development of specifications and evaluation criteria for a Procurement Project;

(iii) reviewing draft Solicitation Documents, contracts and Change Orders;

(iv) participating in the evaluation of Bids, providing business and technical expertise; and

(v) reviewing and approving Procurement Projects, contract amendments and Change Orders within their approval authority under Section 4.6;

(b) consulting with the Legal Services Division as needed regarding TCHC contracts in order to ensure that timely legal advice can be provided; and

(c) owning/managing contracts and the performance of the Vendor post-contract award.

(5) **Legal Services Division** is responsible for

(a) advising on legal aspects of procurement and contracting;

(b) providing advice to the Strategic Procurement Unit and to Business Units in relation to strategies to mitigate legal risks in Procurement processes and TCHC contracts based on information provided;

(c) reviewing Solicitation Documents as requested;

(d) owning and managing standard contract templates in conjunction with the Strategic Procurement Unit and Business Units;

(e) reviewing and advising on proposed changes to TCHC's standard contract templates during contract negotiations; and

(f) providing legal advice and counsel to the relevant TCHC stakeholders in the event of a contract dispute or legal challenge arising from a Procurement Project.

(6) **Procurement Award Committee ("PAC"),** a management committee composed of members as outlined in the PAC Charter, is responsible for:

(a) reviewing and approving Procurement Projects, contract amendments and Change Orders within its approval authority under Section 4.6 and the PAC Charter.

(7) **Building Investment, Finance and Audit Committee** (“**BIFAC**”), a committee of the Board of Directors, is responsible for:

(a) reviewing and approving Procurement Projects, contract amendments and Change Orders within its approval authority under Section 4.6 and the BIFAC Charter; and

(b) monitoring and reviewing the implementation of any strategies and actions undertaken to address persistent issues of non-compliance with this Policy.

(8) **Board of Directors** is responsible for:

(a) approving this Policy and any subsequent amendments to this Policy consistent with its procurement oversight responsibility under the Board Charter; and

(b) reviewing and approving Procurement Projects, contract amendments and Change Orders as required by Section 4.6.

5. Compliance and Monitoring

5.1 Monitoring, Review, and Audit of Procurement Activities

(1) TCHC’s Internal Audit and Finance Units will conduct regular audits of TCHC’s procurement activities, reviewing areas including, but not limited to, non- competitive awards, change orders and contract amendments, Vendor selection, procurement approvals, financial controls and budget compliance, segregation of duties, record-keeping and documentation, Vendor performance, and contract management.

(2) The Senior Director, Strategic Procurement Unit, may conduct random compliance checks to detect anomalies in procurement transactions. The Senior Director, Strategic Procurement Unit, may also recommend an independent audit in relation to high-value or high-risk procurements.

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5.2 Mandatory Review of Procurement Policy and Procedures

(3) Non-compliance with this Policy may expose TCHC to the risk of:

(a) complaints by Potential Vendors and Vendors;

(b) reputational damage;

(c) damage to political relations; and

(d) bid challenges or other legal disputes.

(4) Business Units and the Strategic Procurement Unit are required to address non-compliance with this Policy. Where instances of non-compliance are identified, the Business Unit Head is expected to notify both the Strategic Procurement Unit and the Legal Services Division to obtain advice with respect to mitigating potential risks to TCHC arising from the non-compliance.

(5) The Strategic Procurement Unit shall report to BIFAC no less than two (2) times per calendar year on compliance with the Policy. BIFAC, in accordance with the BIFAC Charter, shall be responsible for monitoring TCHC's compliance with this Policy, reporting to the Board with recommendations for rectifying instances of non-compliance and reviewing the implementation of any strategies and actions undertaken to address persistent issues of non-compliance with this Policy.

(6) This Policy will be reviewed by the Strategic Procurement Unit once every two (2) years, or as required, to ensure its goals are being met. The Strategic Procurement Unit shall report to BIFAC on the results of the review and recommend any revisions or additions for consideration. These revisions might be recommended to reflect legislative changes, industry trends, internal audit findings, or any other factor that may be relevant.

(7) TCHC's Procurement Protocols will be reviewed and assessed by the Strategic Procurement Unit once every two (2) years, or as required, to ensure the currency of each procedure and that they promote the objectives of this Policy. The Strategic Procurement Unit shall report

to BIFAC on the results of the reviews, including a summary of revisions or additions that will be made to the procedures.

6. Related Policies and Procedures

(1) In addition to this Policy, TCHC procurement is governed by or shall be conducted in accordance with all TCHC bylaws, policies, and governance documents applicable to procurement or procurement-related activity, including the following related bylaws, policies and governance documents:

(a) Financial Control Bylaw;

(b) Delegation of Financial Signing Authority;

(c) Social Procurement Framework;

(d) Procurement Protest Protocol;

(e) Vendor Relationship Management Protocol;

(f) Vendor Code of Conduct;

(g) Conflict of Interest Policy;

(h) Whistleblower Policy;

(i) Fair Wage Policy; and

(j) Records Management Policy.

7. Definitions

(1) **"Bid"** means a submission in response to a Solicitation Document, and includes proposals, quotations, or responses;

(2) **"Business Case"** means a document developed at the initial

planning stage to provide a high-level description of the Procurement Project and identify the Funding Source for the purpose of obtaining conditional approval to proceed with the Procurement Project;

(3) **“Business Unit**” means one of TCHC’s units, departments, or divisions;

(4) **“Change Order”** means a requested change in the scope of work, term or dollar value of the original, approved Total Procurement Value;

(5) **“Conflict of Interest”** is defined in TCHC’s Conflict of Interest Policy and Board of Directors Conflict of Interest Policy and is described further in Section 4.2.1.1;

(6) **“Construction”** means any goods or services procured under a construction contract for the construction, reconstruction, demolition, repair or renovation of a building, structure or other engineering or architectural work, excluding professional consulting services related to the construction contract unless they are included in the procurement;

(7) **“Contract “A”“** means when the procurement process itself creates a legally binding contract between the procuring entity and each bidder who submits a compliant bid in response to a Solicitation Document. The terms of Contract A are found in the Solicitation Documents and are implied under common law;

(8) **“Development Partner”** means a private developer working in partnership with TCHC to design and build new development and revitalization projects.

(9) **“Direct Award”** is a method of non-competitive procurement and involves a contract award outside of a competitive procurement process;

(10) **“Funding Source”** means a budget from TCHC’s operating or capital accounts;

(11) **“Limited Competition**” is a method of non-competitive procurement

and is defined in Section 2.2 of Appendix B;

(12) **“Mission”** means TCHC’s core mission to provide clean, safe, well-maintained, affordable homes for residents. Through collaboration and with residents’ needs at the forefront, TCHC connects residents to services and opportunities, and helps foster great neighbourhoods where people can thrive;

(13) **“Piggyback”** means a form of cooperative purchasing in which TCHC will be extended the pricing and terms of a contract established by another entity. TCHC may also include a Piggyback clause in its Solicitation Documents and contracts, which permits TCHC to extend the pricing, terms and conditions of a contract to other government agencies or public authorities.

(14) **“Potential Vendor”** means a person who submits a bid, proposal, or other response to a Solicitation Document;

(15) **“Procurement Protocols”** means detailed and specific guidance documents that are created to describe step-by-step procedures to undertake a Procurement Project or a procurement-related activity such as approving a contract amendment or a Change Order.

(16) **“Procurement Project”** means any purchase of goods, services or construction by TCHC using any method;

(17) **“Qualified Vendor Roster”** means a competitive procurement arrangement that authorizes one or more qualified Vendors to provide goods or services for a defined time period on terms and conditions, including pricing, as set out in the applicable agreement;

(18) **“Related Procurements”** means any procurement of goods or services arising from one Solicitation Document (e.g. even if through a Change Order);

(19) **“Solicitation Document”** means the document issued by TCHC to solicit Bids from Potential Vendors;

(20) **“TCHC Qualified Vendor Roster”** means a Qualified Vendor Roster developed by TCHC through a Request for Vendor Qualifications;

(21) **“Total Procurement Value”** means the financial value of the contractual obligation for the purposes of determining the Procurement Approval Authority and is defined in Section 4.6.1(1);

(22) **“Value for Money”** is defined in Section 3.1;

(23) **“Values”** means TCHC’s values of respect, accountability, community collaboration, integrity, and accessibility for persons with disabilities, which shape TCHC’s operations and ensure its actions align with its Vision and Mission;

(24) **“Vendor”** means a person carrying on the business of providing deliverables;

(25) “**Vendor Conflict of Interest**” means:

(a) in relation to a procurement process, a Vendor that has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

(i) having, or having access to, confidential information of TCHC in the preparation of its bid that is not available to other Vendors, or

(ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or

(iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

(b) in relation to the performance of the contract that is the subject of a procurement, that the Vendor’s other commitments, relationships or financial interests:

(i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or

(ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

(26) **"Vendor Selection Letter"** means the letter sent by the Strategic Procurement Unit to the chosen Vendor informing them of the decision to award a contract; and

(27) **"Vision"** means TCHC's vision to provide quality homes in vibrant communities where people are proud to live and work.

8. Commencement and Review

Version	Date	Description of changes	Approval
1.0	October 2012	New	Board
2.0	July 2025	Full policy revision	Board
3.0	July 2026	Minor Revisions	Board

Next planned publication: Q2 2028

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APPENDIX A
PROCUREMENT LIFECYCLE

1.0 Stage 1: Initial Planning and Conditional Approval

(1) Effective procurement planning is essential to ensure an effective result and to limit risk to TCHC. Business Units, together with the Strategic Procurement Unit and Legal Services Division where necessary, are responsible for ensuring the development and approval of a plan for each Procurement Project in accordance with Procurement Protocols.

(2) Initial planning must:

(a) clearly identify the goods and/or services being procured;

(b) determine whether there are any existing contracts;

(c) accurately estimate the Total Procurement Value;

(d) assess potential opportunities to include social, ethical, or sustainable aspects in the procurement;

(e) assess whether there is a broader need across TCHC (e.g., in other Business Units) for similar deliverables; and

(f) identify any opportunities for leveraging a buying group or cooperative purchasing.

(3) At this stage, the Business Unit must ensure funding is available to cover the cost of the Procurement Project, the resulting contract, and an appropriate contingency amount. Conditional approval from the financial approval authority outlined in TCHC's Delegation of Financial Signing Authority may be required.

2.0 Stage 2: Procurement Stream, Method, and Detailed Planning

(1) The Business Unit, in conjunction with the Strategic Procurement Unit, must identify the appropriate procurement stream and method for the Procurement Project and then prepare an appropriate Procurement Project plan.

(2) There are two main procurement streams: competitive and non-competitive. Procurement methods under these streams are outlined in Section 4.0.

(3) The detailed planning required for a Procurement Project will vary depending on the chosen procurement method, the Procurement Project's complexity and risk level, and the estimated Total Procurement Value. Detailed planning should be conducted in accordance with applicable Procurement Protocols having regard to the Procurement Approval Authority that must be obtained in Stage 5.

2.1 Information Gathering Procurement Methods

(1) When relevant, the Strategic Procurement Unit will assist Business Units in the development of requirements for a Procurement Project through the use of informal market research and formal market research including, but not limited to, the use of market soundings, reverse trade shows, trade shows or Vendor days, Requests for Information ("RFI"), Requests for Expressions of Interest ("**RFEI**"), or any other method as identified as appropriate by the Strategic Procurement Unit.

(a) RFIs are used to gather general supplier, service or product information. An RFI is a procurement method whereby suppliers are provided with a general or preliminary description of a problem or need and are requested to provide information or advice about how to better define the problem or need, or alternative solutions and costs, for the purpose of better planning the technical specification requirements of a future solicitation that may result in an award. A response to an RFI will not pre-qualify any potential supplier and will not result in an award.

(b) RFEIs are used to gather information on future supplier interest in an opportunity or information on supplier capabilities or qualifications for the purpose of better planning the supplier qualification requirements of a future procurement that may result in an award. A response to an RFEI will not pre-qualify any potential supplier and will not result in an award.

(2) Information gathering procurement methods are used to obtain information on the availability of goods or services, the availability of potential Vendors, and the level of interest in the procurement opportunity.

(3) The information obtained from these processes may be used by the Strategic Procurement Unit and Business Units to assess whether a competitive process will be necessary, or appropriate, and to provide the information needed to define the requirements before moving onto the competitive phase.

(4) The Strategic Procurement Unit shall not use a response from an RFI or an RFEI to pre-qualify potential suppliers or to influence the chances of the participating Vendors to become the successful Vendor in any subsequent Procurement Project.

2.2 Buying Organizations, Cooperative Procurement and Piggybacking

(1) TCHC prioritizes collaborative and cooperative procurement with group buying organizations and public sector partners.

(2) TCHC may acquire goods or services through a buying group, participate in cooperative purchasing projects with other organizations, and Piggyback on other government agencies or public authorities contracts, where it is in the best interests of TCHC to do so. TCHC may also allow other government agencies or public authorities to Piggyback on contracts established by TCHC.

(3) Where TCHC identifies an opportunity to use a buying group, participate in a cooperative purchasing project, or to Piggyback on a contract, then the policies and procedures of the buying group, or government agencies or public authorities leading the procurement are to be the accepted policies and procedures, provided they are compliant with TCHC's legal obligations and consistent with the spirit of this Policy.

(4) All cooperative procurements led by TCHC must comply with this Policy and applicable Procurement Protocols.

3.0 Stage 3: Preparation of Solicitation Documents

(1) The Strategic Procurement Unit is responsible for preparing Solicitation Documents, in consultation with the Business Unit, based on the Procurement Project plan. The Strategic Procurement Unit shall endeavour, where appropriate, to use TCHC's standardized procurement clauses.

(2) All Solicitation Documents shall clearly identify the requirements of the Procurement Project, the criteria that will be used in the evaluation of bids and, where appropriate, the methods of weighting and evaluating the criteria.

(3) In addition, all Solicitation Documents issued will, where appropriate:

(a) clearly outline mandatory, rated, and other criteria that will be used to evaluate bids, including the weight of each criterion;

(b) state that bids that do not meet the mandatory criteria will be disqualified;

(c) clearly establish the formula for calculating the total price or cost;

(d) ensure that all mandatory and rated criteria comply with the applicable trade agreements;

(e) minimize mandatory requirements (e.g., submission and performance mandatory requirements) to ensure that no bid is disqualified except to serve a legitimate business or public policy objective;

(f) allocate maximum justifiable weighting to the price or cost component of the evaluation criteria; and

(g) disclose whether negotiations are permitted, and if so, whether the negotiations will be concurrent negotiations or consecutive negotiations, the permitted scope of negotiations, and the process for negotiations.

(4) The Business Unit and, if requested, the Legal Services Division must review and approve Solicitation Documents before finalization and issuance.

3.1 Social, Ethical, and Sustainable Specifications and Evaluation Criteria

(1) When preparing Solicitation Documents, the Business Unit and the Strategic Procurement Unit must discuss whether and how to include social, ethical, or sustainable specifications and evaluation criteria.

3.2 Form of Contract

(1) Where appropriate, Solicitation Documents should include the form of contract that will be executed with the chosen Vendor. The Strategic Procurement Unit shall endeavour, where appropriate, to use TCHC's contract templates. The Legal Services Division must be consulted with respect to any changes to contract terms.

4.0 Stage 4: The Procurement Process

(1) Once Solicitation Documents have been reviewed and are ready for release, the Strategic Procurement Unit must issue Solicitation Documents in accordance with applicable trade agreements and conduct the procurement process according to the timelines and stages set out in the Solicitation Documents.

(2) The procurement process may include meetings with Potential Vendors, the issuance of addenda, bid receipt and evaluation, and Vendor selection for contract award or negotiation.

5.0 Stage 5: Contract Negotiation, Award and Finalization

(1) For any binding procurement format where a "Contract A" was created, the selected Vendor must sign the form of contract approved by the Legal Services Division that was issued with the Solicitation Documents.

(2) For negotiated procurement formats or procurement formats where the Vendor's form of contract will be used, the Legal Services Division must manage the negotiation and finalization of the form of contract, in cooperation with the Business Unit and Strategic Procurement Unit.

5.1 Contract Negotiation

(1) Where Solicitation Documents provide for negotiations with one or more Potential Vendors, the negotiations must be conducted fairly and consistently and in accordance with the Solicitation Documents.

(2) Negotiations must be conducted in a manner that does not disclose confidential commercial information about a Potential Vendor to any other Potential Vendor.

(3) Either the Business Unit or the Strategic Procurement Unit, as appropriate, must document negotiation discussions, including pre-negotiation objectives, discussion summaries, and agreed-upon terms.

5.2 Award Approval

(1) In order to award and finalize a contract, the necessary Procurement Approval Authority specified in Section 4.6 must be obtained, as well as any additional Delegation of Financial Signing Authority approval.

5.2.1 Procurement Approval Report

(1) The Business Unit must draft, in cooperation with the Strategic Procurement Unit, a Procurement Approval Report in the format prescribed by the Strategic Procurement Unit or applicable Procurement Protocols.

5.2.2 Issuance of Approval

(1) The applicable Procurement Approval Authority will receive and consider the Procurement Approval Report and communicate its decision to the Strategic Procurement Unit within any prescribed timeline.

5.3 Communication of Contract Award and Contract Finalization

(1) Once the necessary approvals have been obtained, the Strategic Procurement Unit is responsible for sending a Vendor Selection Letter to the selected Vendor. The Vendor Selection Letter must include the form of agreement or contract to be signed.

(2) The contract must first be executed by the Vendor and then executed by TCHC in accordance with the Delegation of Financial Signing Authority. The contract must be fully finalized and signed, prior to the commencement of the services or the delivery of the goods.

6.0 Stage 6: Post-Award Process

6.1 Contract Award Notification

(1) For all Procurement Projects exceeding applicable trade agreement thresholds, the Strategic Procurement Unit must post the notice of award on the TCHC website. The Strategic Procurement Unit must also notify unsuccessful Potential Vendors in writing, informing them that they were not selected.

6.2 Post-Award Debriefing

(1) The Strategic Procurement Unit must provide a debriefing upon request to any Potential Vendor that participates in a competitive procurement process covered by applicable trade agreements. Debriefings will be conducted by the Strategic Procurement Unit and a representative of the appropriate Business Unit. All debriefings will take place after contract award (if any). Through the debriefing, TCHC will provide an unsuccessful Potential Vendor with an explanation of the reasons why TCHC did not select the Potential Vendor’s Bid, as required by the trade agreements.

7.0 Stage 7: Contract Management

(1) Business Units are responsible for all aspects of ongoing contract management. The following principles must be followed with respect to the management of all TCHC contracts:

7.1 Project Management

(1) The projects under each contract must be appropriately managed to ensure that all deliverables are properly received, payments are appropriately made, all timelines are met and any extension options are appropriately exercised.

7.2 Payments to Vendors

(1) Business Units are responsible for ensuring that all payments are made in accordance with the contract and for promptly reviewing and approving Vendor invoices in accordance with the Delegation of Financial Signing Authority. The Business Unit is also responsible for any invoice disputes, promptly advising both the Vendor and the Accounts Payable department of any invoice disputes and working with the Vendor to resolve the issue.

(2) Business Units are also responsible for managing the use of contingency allowances within the approved Procurement Project budget.

7.3 Contract Amendments (including Change Orders)

(1) Contract amendments, including Change Orders, can be made in compliance with applicable trade agreements, although diligent planning and careful drafting of Solicitation Documents in Stages 1-3 of the procurement lifecycle should reduce the need for contract amendments.

(2) While there may be valid business reasons for contract amendments, these can have procurement-related implications if they impact the original Total Procurement Value, contract term, or scope of work.

(3) Contract amendments should be directly connected or incidental to the original scope of the contract. Contract amendments are typically not permitted under applicable trade agreements if they amount to a new procurement that was not contemplated by the procurement that resulted in the contract that is being amended.

(4) Approval from a Procurement Approval Authority and other TCHC stakeholders (e.g., Legal Services Division) may be required depending upon the character of the amendment and whether it

changes the Total Procurement Value or the term or scope of the contract. Additional financial approval in accordance with the Delegation of Financial Signing Authority may also be required.

(5) Procurement Protocols provide more detail and step-by-step procedures regarding the approval of contract amendments and Change Orders.

7.4 Contract Disputes

(1) All potential contract disputes with Vendors should be managed in accordance with the dispute resolution mechanisms outlined in the contract. Where a contract is silent on dispute resolution, Business Units must ensure that potential disputes are proactively managed and appropriately escalated. Written copies of all communications and correspondence with Vendors concerning a contract dispute must be maintained by the Business Unit.

7.5 Vendor Relationship Management

(1) Vendors must agree to comply with the terms of TCHC's Vendor Code of Conduct.

(2) Business Units must ensure that the performance of all Vendors is appropriately monitored and recorded in accordance with the terms of the contract, the Vendor Code of Conduct and the Vendor Relationship Management Protocol. Business Units must maintain written records of any performance issues, including correspondence or notifications to Vendors. Ensuring that performance problems are addressed quickly and effectively and that a written record is kept of all matters connected with performance tracking is essential to proper contract management.

(3) The recorded information may be used by TCHC in various ways that supports its management of the Vendor, including but not limited to:

(a) to monitor contract compliance;

(b) to supplement a pre-qualification process;

(c) to justify rejecting a Vendor's bid in future procurements for similar deliverables;

(d) to justify suspending a supplier from future procurements; or

(e) as part of the evaluation of minimum Vendor performance and experience criteria for another solicitation.

(4) In case of recurring concerns with respect to Vendor performance, the Business Unit must follow the escalation procedures set out in TCHC's Vendor Relationship Management Protocol.

7.6 Contract Renewal

(1) Contracts may only be renewed within the originally defined term as set out in the Solicitation Document. Any renewal beyond the originally defined term is considered Direct Award, requiring proper justification and approval. Where there is justification for renewal, the decision whether to renew a contract must be made by the applicable Procurement Approval Authority based on Vendor performance, operational need, and financial impact to ensure TCHC continues to obtain Value for Money. Additional financial approval in accordance with the Delegation of Financial Signing Authority may also be required.

7.7 Contract Close-Out

(1) Business Units must conduct final Vendor performance assessments before closing out a contract and must ensure that appropriate records of this assessment are maintained. The final Vendor performance assessment must verify all deliverables, payments, and obligations have been completed prior to contract close-out.

7.8 Contract Termination

(1) A contract can only be terminated prior to its expiry date with the involvement of TCHC's Legal Services Division, the Strategic Procurement Unit, and in accordance with the terms and conditions outlined in the contract.

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APPENDIX B
PROCUREMENT METHODS

1.0 Competitive Procurement Methods

1.1 Open Competitions

(1) An Open Competition may be a single-stage or multi-stage procurement process. Where this Policy requires TCHC to conduct an Open Competition, this requirement is achieved by issuing a Solicitation Document using a system that is open to any qualified Potential Vendor.

(2) Open Competition procurement formats include, but are not limited to:

(a) Requests for Quotations ("**RFQ**"), which are used to procure simple goods and services where Potential Vendor ranking is based on lowest price or highest scoring.

(b) Requests for Proposals ("**RFP**"), which are used to procure goods, and services where price is usually not the primary evaluation factor and Potential Vendor ranking is assessed based on high score which includes scoring based on submitted price. RFPs may include a provision for a negotiations stage between TCHC and Potential Vendors.

(c) Invitations to Tender ("**ITT**"), which are used to procure goods or construction where the specifications or requirements are well-defined, the terms of the contract are clear, and where bidder ranking is assessed based on lowest price.

(d) Requests for Prequalification's ("**RFPQ**"), which are used to prequalify Potential Vendors for eligibility to participate in the second stage of a two-stage competitive process.

1.2 Roster Competitions

(1) Roster Competitions are competitive procurement processes which begin with the issuance of a Request for Vendor Qualifications ("RFVQ") which are open to any qualified Potential Vendor and are used to prequalify Potential Vendors for inclusion on a Qualified Vendor Roster.

(2) TCHC may establish its own Qualified Vendor Rosters for the acquisition of specific goods and services (a "**TCHC Qualified Vendor Roster**"). Once established, a TCHC Qualified Vendor Roster must be maintained in compliance with applicable trade agreements. Purchases from suppliers on a TCHC Qualified Vendor Roster must be made in accordance with a second-stage selection process in compliance with applicable trade agreements and the terms and conditions of the Qualified Vendor Roster set out in the applicable RFVQ.

(3) TCHC may also treat a cooperative Vendor roster as an open and competitive prequalification of Vendors and conduct a second-stage selection process in lieu of a TCHC-led Open Competition or Roster Competition, where required.

2.0 Non-Competitive Procurement Methods

2.1 Direct Awards

(1) For all Procurement Projects with a Total Procurement Value exceeding applicable trade agreement thresholds, TCHC may proceed with a Direct Award in the circumstances listed in Subsection 2.1.1 below, subject to the approval of the applicable authority set out in Section 4.6.

2.1.2 Direct Award Justifications

(1) If:

- (a) no Bids are submitted or no Potential Vendors requested participation;
- (b) no Bids that conform to the essential requirements of the Solicitation Document were submitted;
- (c) no Potential Vendors satisfied the conditions for participation; or
- (d) the submitted Bids were collusive,

provided that the requirements of the Solicitation Document are not substantially modified.

(2) If the goods or services can be supplied only by a particular Vendor and no reasonable alternative or substitute goods or services exist for any of the following reasons:

(a) the requirement is a work of art;

(b) the protection of patents, copyrights or other exclusive rights;

(c) due to an absence of competition for technical reasons;

(d) the supply of goods or services is controlled by a Vendor that is a statutory monopoly (must consult the Legal Services Division for approval before proceeding);

(e) to ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative (must consult the Legal Services Division for approval before proceeding);

(f) work is to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work (must consult the Legal Services Division for approval before proceeding);

(g) work is to be performed on a leased building or related property, or portions thereof, that may be performed only by the lessor (must consult the Legal Services Division for approval before proceeding); or

(h) the procurement is for subscriptions to newspapers, magazines, or other periodicals (must consult the Legal Services Division for approval before proceeding).

(3) For additional deliveries by the original Vendor of goods or services that were not included in the initial procurement, if a change of Vendor for such additional goods or services:

(a) cannot be made for economic or technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement; and

(b) would cause significant inconvenience or substantial duplication of costs for TCHC;

(4) If strictly necessary, and for reasons of urgency brought about by events unforeseeable by TCHC, the goods or services could not be obtained in time using a competitive procurement process (see Section 3.0 of Appendix B);

(5) For goods purchased on a commodity market;

(6) If TCHC procures a prototype or a first good or service that is developed in the course of, and for, a particular contract for research, experiment, study, or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs;

(7) For purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership, or bankruptcy, but not for routine purchases from regular suppliers;

(8) If a contract is awarded to a winner of a design contest provided that:

(a) the contest has been organized in a manner that is consistent with applicable trade agreements, in particular relating to the publication of a tender notice; and

(b) the participants are judged by an independent jury with a view to a design contract being awarded to a winner; or

(9) If goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through a competitive procurement process could reasonably be expected to compromise government confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest (must consult the Legal Services Division for approval before proceeding).

2.2 Limited Competition

(1) Where a Procurement Project, based on the Total Procurement Value, does not require a competitive procurement method, TCHC should conduct a Limited Competition by requesting Bids from at least three (3) qualified

Potential Vendors unless one of the Direct Award justifications listed in Subsection 2.1.1 of Appendix B is present.

3.0 Emergency Procurement

(1) While emergency procurement may be necessary on occasion, purchases should be limited to only those goods and services necessary to meet emergency requirements and as permitted by applicable trade agreements (see Subsection 2.1.1(4) of Appendix B).

(2) Insufficient time alone (for example, due to a lack of planning) is not considered an unforeseen situation of urgency justifying an emergency procurement. Emergency procurement is an extraordinary response undertaken in any of the following circumstances:

(a) where the purchase of goods and services is necessary due to unforeseen circumstances that may result in material risk of financial loss;

(b) where the purchase of goods and services is necessary because of immediate risk to the safety or health of TCHC's employees, tenants, or the general public; or

(c) when inaction or lack of response will result in serious damage to TCHC's property.

(3) TCHC may develop a policy addressing emergency procurement to facilitate accelerated procurement approvals, expedited Vendor selection, and streamlined contracting.

(4) All emergency procurements will be subject to the same record-keeping requirements as outlined in Section 4.8 of the Policy.

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APPENDIX C
PROCUREMENT THRESHOLD AMOUNTS

i. Procurement Methodology Requirements

Total Procurement Value* (before taxes)	Procurement Methodology
Up to $50,000	Neither a competitive nor a non-competitive procurement process is required.
$50,000 up to $139,000	A competitive procurement process is not required; however, a Limited Competition should be conducted; or a Direct Award with applicable justification.
$139,000 up to $653,200	Open Competition or Roster Competition (Goods/Services or Construction); or a Direct Award with applicable justification.
$653,200 up to $9,200,000	Open Competition or Roster Competition (Construction only); or a Direct Award with applicable justification.
$9,200,000+	Open Competition; or a Direct Award with applicable justification.

Notes:

- Regardless of Total Procurement Value, Procurement Approval of BIFAC (up to $10,000,000) or the Board of Directors is required in the circumstances described in Section 4.6.3 of the Policy.
- The Total Procurement Value thresholds are updated to reflect the current applicable Trade Agreement requirements effective as of January 1, 2026.
- *Refer to Section 4.6.1 for Total Procurement Value definition.