



**WATERFRONT**Toronto

**Procurement:** Procurement Policy

**Effective Date** March 26, 2026

**Approved by:** George Zegarac, Chief Executive Officer

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## **PROCUREMENT POLICY**

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## **SECTION 1 - POLICY OBJECTIVES**

- (1) The Government of Canada, the Province of Ontario and the City of Toronto (collectively “Government Partners” established the Toronto Waterfront Revitalization Corporation (“Corporation” or “Waterfront Toronto”) in 2001 to lead and oversee the renewal of Toronto’s waterfront. Given the importance of its mandate, and the fact that it is publicly funded, the conduct of the Corporation’s procurement activities must meet the highest standards of reasonability, be economically achievable and support the Corporation’s overall objectives of fairness, openness, and transparency. The Corporation’s procurement activities are intended to both achieve maximum value for the Corporation and its stakeholders, and advance the Corporation’s strategic objectives.
- (2) Waterfront Toronto conducts its affairs in accordance with the Broader Public Service Procurement Directive (the “Directive”). This Procurement Policy is intended to complement the Directive and provide supplementary guidance to Waterfront Toronto and suppliers.
- (3) Waterfront Toronto is subject to the Buy Ontario Procurement Directive and may be subject to other provincial and federal (new or updated) policies and legislation and various domestic and international trade agreements, including but not limited to the Canadian Free Trade Agreement (CFTA), Canada-European Union Comprehensive Economic and Trade Agreement (CETA). Where applicable and feasible, Waterfront Toronto conducts procurements in compliance with these acts and agreements.
- (4) The objectives of the Corporation’s Procurement Policy are to ensure that:
  - (a) all goods and services are acquired in accordance with approved procurement processes;
  - (b) all goods and services are acquired within authorized budgets;
  - (c) all goods and services are acquired in accordance with applicable funding agreements, philanthropic donations, charitable grants, and sponsorships or other sources of revenue ;
  - (d) the Corporation receives value for money, by obtaining goods and services through a fair and competitive procurement process involving reputable suppliers;
  - (e) evaluation criteria are applied fairly to assess the merits of competitive bids, proposals, quotes and submissions;
  - (f) those seeking contracts for goods and services are required to disclose potential conflicts of interest;
  - (g) procurements take into consideration the Corporation’s sustainability principles and Diversity, Equity, and Inclusion (DE&I) values;
  - (h) senior management and the Board of Directors are appropriately accountable for all material procurement;
  - (i) the entire competitive procurement process is fair, open and transparent.

## **SECTION 2 - GENERAL PROVISIONS**

In all cases, the following applies:

- (1) Departmental Vice-Presidents (“VP/SVP”), and Chief Officers (C-level), collectively the “Executive”,



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shall provide overall supervision throughout the procurement process.

- (2) A contract outlining the terms and conditions must be executed prior to the commencement of work.
- (3) Subject to the allocation of responsibilities within the Corporation, the Chief Operating Officer (COO) and the Director, Procurement shall be responsible for ensuring that these policies and procedures are followed, and that procurement practices meet the objectives of Section 1.
- (4) Waterfront Toronto is committed to managing all procurements in a non-discriminatory manner in accordance with the Directive and *the Discriminatory Business Practices Act, R.S.O. 1990, c. D.12* which has been established to prevent discrimination in Ontario on the ground of race, creed, colour, nationality, ancestry, place of origin, sex, or geographical location of persons employed or engaging in business.
- (5) Waterfront Toronto maintains a list of vendors disqualified from contracting (including subcontracting) on Waterfront Toronto procurements. The disqualification of a vendor may be based on :
  - (a) documented poor performance or, non-performance by the vendor on one or more Waterfront Toronto projects/contracts;
  - (b) failure to adhere to this Procurement Policy;
  - (c) conflict of interest; and
  - (d) any other reasonable basis to conclude that contracting with the vendor would expose Waterfront Toronto to undue legal, operational, reputational, financial or other risks.

Waterfront Toronto may make a decision to disqualify a vendor based on information which may be accumulated from within the Corporation, through investigation, review or audit by or on behalf of Waterfront Toronto, from third parties, from credible public sources such as Government Partners, through reference checks or from any other sources that Waterfront Toronto reasonably considers to be credible.

A written notice of the decision will be provided to the vendor by the Procurement Department. Removal of names from the list of disqualified vendors will be at the sole discretion of the Corporation. Where a member of the Executive deems it necessary and in the best interests of Waterfront Toronto, a vendor disqualification may be lifted for the purposes of a specific procurement.

- (6) Where the Corporation is pursuing a claim against a vendor or where a vendor is pursuing a claim against the Corporation, the Corporation may, following a review of the overall claims history and circumstances, determine that the vendor shall not be eligible to respond to a procurement solicitation (i.e. RFQ, RFT, RFP, etc.). In making such a determination, the Corporation shall consider the nature, number, materiality, and status of all claims collectively and shall not be required to assess or take disqualification action in respect of each individual claim in isolation. Notwithstanding the foregoing, a member of the Executive may permit a vendor to respond to a procurement solicitation where it is determined to be in the best interests of the Corporation. For the purposes of this section, a claim is broadly defined to include any contractual, extra-contractual, warranty, insurance, infringement, tort



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or statutory claim, assertion of right, demand, motion, action, application, cause of action, suit or other proceeding of any kind.

- (7) All vendors under contract with Waterfront Toronto shall abide by the Waterfront Toronto Procurement Code of Ethics, which can be read on Waterfront Toronto's website, [www.waterfronttoronto.ca](http://www.waterfronttoronto.ca), under the "Opportunities" tab and "Procurement" sub-tab.
- (8) Vendors or potential vendors shall not be requested to expend time, money or effort on design or in developing specifications or otherwise to help define a requirement beyond the normal level of service expected from vendors. When such services are required:
  - (a) Procurement must be advised;
  - (b) the vendor will be considered a consultant or professional service provider and will not be allowed to make an offer for the supply of the respective goods and services;
  - (c) a fee shall be paid; and
  - (d) the detailed specification shall become the property of the Corporation and can be used in obtaining competitive bids.

### **SECTION 3 - ADMINISTRATIVE PROCEDURES**

- (1) The approval requirements for the competitive and non-competitive procurement of goods and services are set out in the "Delegations of Authority."
- (2) No project shall be artificially divided into smaller projects for the sole purpose of avoiding the thresholds as defined in the "Delegations of Authority."
- (3) The Director, Procurement or delegate shall have the authority to execute and issue all contracts for goods and services, Professional Services, non-standard items, Consulting Services and construction services provided that proper authorization has been obtained as approved in the "Delegations of Authority". Professional Services is defined as any licensed professional service provided by medical doctors, dentists, nurses, pharmacists, veterinarians, engineers, land surveyors, architects, accountants, lawyers and notaries in their regulated capacities. Consulting Services is defined as provision of expertise or strategic advice that is presented for consideration and decision-making.
- (4) It will be the responsibility of all employees of the Corporation to ensure that all requirements of this policy are complied with.
- (5) The CEO shall have the authority to approve revisions to this policy.
- (6) The COO and Director, Procurement shall have the authority to approve procurement department templates and agreements.
- (7) No employee of the Corporation, Member of the Board, past employee or past member of the Board (within one year of departure from the Corporation) or immediate family member or private business associates of such persons, may be named as a party to provide services under, or be involved in the preparation of a response to a procurement or bid on the Corporation's proposed purchase of



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goods and services unless authorized by the CEO.

- (8) No personal purchases shall be made by the corporation for Members of the Board or employees of the Corporation unless authorized by the CEO.
- (9) No employee or Member of the Board shall purchase or offer to purchase, on behalf of the Corporation, any goods or services except in accordance with this policy.
- (10) Except in the case of an emergency, the requisitioning department should complete and obtain all necessary approvals in accordance with the Delegations of Authority prior to committing the Corporation.
- (11) .In determining whether a bid or proposal is compliant with the requirements and considered for evaluation, the Corporation shall consider the terms and conditions of the respective RFX documents.
- (12) In all cases, and irrespective of the type of procurement process that is carried out, care must be taken to ensure that the overall procurement objectives of the Corporation are met, that the transaction is documented in accordance with this policy, and that where appropriate the selected proponent accepts the Terms and Conditions as denoted in the Corporation's contract.
- (13) To ensure the Corporation's procurement process is fair, open, and transparent to all proponents, there shall be no communication between the Corporation and the proponents with the exception of the official representative(s) noted in the RFX document. This blackout is for the period of time immediately following the release of the quotation until the final award of the contract. All questions asked by proponents during the course of procurement must be submitted using the means indicated in the RFX document. The questions and responses must be circulated to all proponents, unless the questions and subsequent answers are considered confidential in nature and do not alter the procurement document or process and the RFX document permits a direct response. Lobbying during the procurement process will not be permitted and may result in the disqualification of the proponent.
- (14) The Corporation is not required to accept the lowest bid and may base its evaluation on both quality and price (as appropriate to the goods or services being purchased) and may adopt a "best value" approach to the evaluation of price.
- (15) Procurement and contract documents should include, where applicable, provisions that permit the re-scoping of a project in the event that prices submitted exceed amounts budgeted for the contract.
- (16) Waterfront Toronto will not pay vendors for any hospitality, food or incidental expenses. Transportation and accommodation expenses are eligible for payment only if they are directly related to the assignment at hand and require prior authorization by the Waterfront Toronto staff overseeing the assignment.

#### **SECTION 4 – CONFLICT OF INTEREST**

Suppliers must declare and fully disclose any actual, perceived, or potential conflict of interest or unfair advantage related to the preparation of their bid or where the supplier foresees an actual, perceived, or



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potential conflict of interest in the performance of the contract.

The Corporation at its own discretion and through the care of the procurement department, must evaluate and determine whether any situation or circumstance in relation to a procurement process constitutes a conflict of interest and, if applicable, determine appropriate mitigation action, which could include disqualification of prospective suppliers from a procurement process.

A conflict of interest refers to situations or circumstances that could give a supplier an unfair advantage during the procurement process or could compromise the ability of a supplier to perform its obligations under the agreement resulting from the procurement process, such as:

- (1) in relation to the RFX process, a proponent would have, or appear to have, an unfair advantage or engage 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 Waterfront Toronto in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFX process (including but not limited to the lobbying of decision-makers involved in the RFX process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFX process or render that process non-competitive or unfair. A vendor retained by Waterfront Toronto to develop the competitive procurement documents is precluded from participating in the competition for the respective services.
- (2) in relation to the performance of the contractual obligations resulting from an RFX process, a supplier would be or could be seen as being in a conflict of interest situation due to their current commitments, relationships, or financial interests which (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Additionally, a conflict of interest situation may exist that involves Waterfront Toronto employees involved in the procurement process. Personal or private interests/considerations may affect an employee's judgment in acting in the best interest of Waterfront Toronto. Employees have an ongoing obligation to disclose any actual, foreseeable, or perceivable conflicts of interest as part of the Corporation's continued commitment to a fair procurement process. The individuals involved in the procurement process must meet the conditions outlined in this Policy. Potential conflict of interest situations related to employee's participation in a procurement process will be evaluated through the care of the procurement department to determine whether any situation or circumstance constitutes a conflict of interest and, if applicable, determine appropriate mitigation action.

## **SECTION 5 - STANDARD DOCUMENTATION**

All procurement activities carried out by the Corporation, including procurement activities carried out by other contracted parties (i.e., Construction Managers) on behalf of the Corporation, shall be carried out using existing standard procurement documents adopted by the Corporation. It is acceptable for the contracted party to use its own procurement documents if they meet the requirements of this Procurement



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## **SECTION 6 - PROCEDURES AND PROCUREMENT METHODOLOGIES**

### **6.1 Choice of Procedure**

Before any procurement takes place, the requesting department must:

- (1) identify the goods or services to be acquired;
- (2) evaluate the value of the goods or services as defined by the scope of work. For the purposes of estimating, the value means the estimated total financial commitment including the value of renewal options;
- (3) determine if the project is properly funded. Projects that do not have sufficient funds must be authorized by a member of the executive and CEO prior to proceeding with the procurement process.

The procurement methodology is determined on a case-by-case basis in consideration of the particularities of each project and of applicable policies, directives, or trade agreements. Procurements with an estimated value over \$121,200 are generally to be procured through an open, competitive process.

Construction procurements estimated to be over \$5,000,000 require that management, through the care of Project Delivery team, recommends the delivery and contracting methodology. This contracting strategy will be reviewed with the Finance, Audit and Risk Management Committee (FARM) and form part of the Capital Approval request package issued to the Board for approval.

In determining the delivery and contracting methodology, consideration will be given to; health and safety, liabilities to Waterfront Toronto, risk transfer and the premiums associated with the transfer of risk.

### **6.2 Procurement Methodologies**

For ease of reference, the most common procurement methodologies that the Corporation should use and the appropriate circumstances for use are as follows:

- (1) *Tender* – Used in circumstances where the Corporation has determined a clearly defined scope of the goods or services and the only remaining matter to be resolved is establishing a competitive price. Successful proponents are normally (but not exclusively) chosen based on the price submitted. The evaluation of price can include an evaluation of “best value” rather than simply the lowest price.
- (2) *Request for Proposals (RFP)* – Typically used when the Corporation wishes to carry out a quality assessment of a service provider or the product or service they provide. In most cases, price is a “weighted” factor but not the determining factor. Request for Proposals are also used where it is not practical to prepare precise specifications, or where alternatives to detailed specifications will be considered, which may be subject to further negotiation. This process allows vendors to propose solutions to arrive at the end product or desired result and allows for evaluation based on predetermined criteria in addition to price. The term “Request for Proposal” also includes the flexible RFP also known as the Best and Final Offer (BAFO) RFP.
- (3) *Request for Quotation (RFQ)* – A formal or informal inquiry to determine the price of a specific good or service. Successful proponents are normally (but not exclusively) chosen based on the price submitted, although the evaluation can also allow for other predetermined criteria in addition to price.



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- (4) *Prequalification Request* – Similar to a Request for Proposal but without factoring price. Its purpose is to develop a short list of qualified suppliers/service providers that will subsequently be invited to submit a proposal or tender at the next stage of the procurement process.
- (5) *Request for Expressions of Interest, Request for Information, Research and Market Sounding* – All market sounding (which may be referred to as a Request for Expression of Interest or RFEI) required to determine market interest and develop scope will be conducted through the Procurement department to ensure an equitable process.

Research and market sounding will not be used to:

- (a) pre-qualify potential suppliers;
- (b) provide an unfair advantage for any proponent;
- (c) and influence the chances of a vendor's success or failure in future procurement opportunities.

Research and market sounding does not constitute the initiation of a procurement process, therefore, no conflict of interest is created between vendors participating in the market sounding and vendors participating in future procurement opportunities.

- (6) *Advanced Contract Award Notice ("ACAN")* – A federally accepted competition process to award a contract to a pre-identified vendor. A notice of the proposed purchase is publicly posted for a period of 15 calendar days. If no acceptable response is received, the Corporation is permitted to award a contract, which is considered competitively procured to the identified vendor.

### **6.3 Vendor of Record ("VOR")**

- (1) The purpose of a VOR is to provide the Corporation with a readily available list of qualified firms. VORs are established through a publicly issued Prequalification Request or Request for Proposals which defines the general parameters of the scope and the length of time the list will be valid. Where applicable, pricing may be requested as part of the prequalification process. The list will generally (but not always) result in standing offers being established with the chosen vendors.
- (2) Where possible, quotations for goods or services should be sent to multiple vendors within the list of qualified firms. The proposal with the best value to the Corporation will be issued a Release to their standing offer detailing the scope and price.
- (3) The Director, Procurement may authorize an open procurement process or sending invitations to potential bidders for Requests for Tenders, Proposals, Quotes, Pre-qualification and Expressions of Interest (RFx), even if a Vendor of Record (VOR) has been established. Additional potential bidders may be invited to participate competitively with firms on the VOR to ensure the best possible response and/or if deemed to be in the best interests of Waterfront Toronto.
- (4) The Corporation may either establish its own VOR for a particular good or service or rely on VOR lists established by any of its Government Partners, their agencies or other sourcing partners following the Directive, such as Buying Groups or Group Purchasing Organizations.

### **6.4 Evaluation Process**

All procurements where price is not the single deciding factor must have the criteria (and sub-criteria if



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necessary) identified in the RFX document. The Evaluation Committee assigned to a procurement process must evaluate all responses received for the RFX and select the preferred or successful proponent using the criteria stated in the respective procurement documentation. The Evaluation Committee's decision will be documented and retained in the procurement files.

Furthermore:

- (1) All meetings are to be coordinated through Procurement department.
- (2) A Procurement staff member will act as facilitator during all evaluations.
- (3) The evaluation team should consist of at least three staff members (mostly from the department accountable for the outcome of the procurement). For larger complex procurements, a member of the Executive team should be included. To further complement the evaluation team, additional members may be drawn from any department within the Corporation and, if applicable, from external stakeholders. There are to be no vendors on the evaluation team unless they are required to act in an advisory capacity to the team. The composition of the teams will be reviewed by Procurement and any exceptions to any of the above conditions must be approved by the Director, Procurement.
- (4) The CEO may sit in on any Procurement evaluation as an ex-officio member of that review team. The CEO should not influence the proceedings but may ask questions to seek clarification.
- (5) For large complex procurements, a Fairness Monitor may be retained to oversee the complete procurement process to ensure fairness to all proponents. At the end of the procurement process the Fairness Monitor should issue a letter of opinion regarding the process which will be retained with the procurement documents. The retention of a Fairness Monitor must be approved by the Director, Procurement.

## **6.5 Bid Dispute Resolution**

The bid dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable and timely fashion.

This bid dispute resolution procedure complies with bid protest or dispute resolution procedures set out in the applicable trade agreements.

Where a proponent wishes to dispute the outcome of a bid, subsequent to a debriefing with the Procurement department, the process outlined below is to be followed:

- (1) The aggrieved party is to file its bid protest with the Director, Procurement within 15 business days of the debriefing meeting. The aggrieved party's filing should include:
  - The name and address of the vendor;
  - Identification of the contract or bid solicitation being protested;
  - Detailed and factual statement of the grounds for protest;
  - Supporting documentation; and



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- Desired relief, action or ruling
- (2) The Director, Procurement will respond to the aggrieved party within 10 business days of receiving the bid protest notice.
  - (3) If a resolution cannot be achieved, the aggrieved party must contact the COO (in the event of a conflict, contact the CEO) and copy the Director, Procurement within 10 business days of receiving the first response from the Director, Procurement.
  - (4) The COO will respond to the aggrieved party within 10 business days of receiving the bid protest notice.
  - (5) The final decision on the issue will be made by the COO and will be resolved within 10 business days of receiving the bid protest.

## **SECTION 7 – NON-COMPETITIVE PROCUREMENT**

Waterfront Toronto aims to employ a competitive procurement process to achieve optimum value for money. It is recognized, however, that special circumstances may require the use of non-competitive procurement.

Prior to commencement of non-competitive procurement for Consulting services of any value or for goods and/or services other than consulting services exceeding \$10,000, due diligence must be performed and supporting documentation must be completed. Proceeding with the procurement process must be approved by a member of the Executive and approval to award is to be obtained in accordance with the Delegations of Authority.

- (1) A procurement negotiated directly with a supplier (non-competitive procurement) may be undertaken where it can be justified in good faith, based on one or more of the following:
  - a. For the procurement of goods or services the supply of which is controlled, such as statutory or market-based monopoly;
  - b. An absence of competition in the market for technical or commercial reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists;
  - c. Only one supplier is able to meet the requirements to ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licences, copyright, trade-marks and patent rights; warranty or guarantee restrictions in respect of the property or the original work; or to maintain specialized products that must be maintained by the manufacturer or its representative;
  - d. Matters of a confidential or privileged nature would have to be disclosed through a competitive procurement process, thereby compromising Waterfront Toronto confidentiality or the public interest or threatening economic disruption;
  - e. Waterfront Toronto's ability to maintain security or order or to protect human, animal or plant life or health would be compromised by a competitive procurement process;
  - f. Procurement of a work of art;



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- g. For a contract to be awarded to winner of a design contest;
  - h. Emergencies or unforeseen situation of urgency or time constraints, the good or services cannot be obtained by means of a competitive procurement process;
  - i. Economy or value in continuing prior work;
  - j. Additional deliveries by an original supplier of goods and services that were not included in the original procurement, but a change cannot be made for economic or technical reasons without causing significant inconvenience or substantial duplication of costs;
  - k. An attempt to procure the required goods or services by soliciting competitive submissions has been made, but has failed to identify a compliant submission or qualified supplier, or where the submissions received have been collusive;
  - l. Construction, renovations, repairs and/or maintenance in respect of real estate leased or occupied which may only be conducted by the lessor or certain contractor(s) approved by the lessor in accordance with a real estate agreement;
  - m. The goods or services are purchased under circumstances which are exceptionally advantageous, such as in the case of bankruptcy or receivership, but not for routine purchases;
  - n. Procurement of 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, but not for any subsequent purchases;
  - o. exceptions in accordance with applicable trade agreements (i.e. financial services respecting the management of assets and liabilities, services that may only be provided by licensed lawyers or notaries, health services, services of expert witnesses, etc.) as referenced in the Directive;
  - p. circumstances where a funding partner instructs Waterfront Toronto to contract with a specific vendor for the performance of the services which are primarily funded by the specific partner;
  - q. circumstances where a government body instructs Waterfront Toronto to contract with a specific vendor following that government body's selection of that vendor in accordance with its procurement policy;
  - r. For the procurement of subscriptions to newspapers, magazines or other periodicals;
  - s. For the procurement of real property;
  - t. Goods purchased on a commodity market; or
  - u. Such other non-competitive procurement exceptions authorized by CEO.
- (2) In the case of emergencies and authorities are not available to authorize work in accordance with the Delegations of Authority requirements, an employee responsible for a given project may authorize emergency work up to a value of \$25,000, if in the employee's opinion that failure to do so could result in a hazardous situation which could cause personal injury or damage to public property or Waterfront Toronto property. The employee authorizing the emergency work shall notify the appropriate signing authorities in writing within 2 business days of the emergency, describing the nature of the emergency, the measures taken by the employee, and the estimated total cost of work.



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- (3) Waterfront Toronto reserves the right to directly award a contract to an entity if it meets any of the following, which are considered exemptions from the application of this procurement policy:
- the provision of services from any of our Government Partners or their divisions or agencies. This includes but is not limited to: the Government of Canada, the Province of Ontario, the City of Toronto, and any of their component divisions and departments, as well as any federal, provincial or municipal agency, crown corporation or other government entity that is cooperating with Waterfront Toronto to deliver a project. These organizations include, but are not limited to: Toronto Economic Development Corporation (“TEDCO”), Ontario Infrastructure and Lands Corporation (“IO”), Toronto and Region Conservation Authority (“TRCA”), Toronto Transit Commission (“TTC”), Toronto Police Services, Toronto Hydro, Toronto Water, The Board of Governors of Exhibition Place, Ontario Place Corporation, Harbourfront Corporation (1990), hospitals, universities, colleges, school boards and organizations within their control.
  - the provision of services from any utility providers including, but not limited to Bell, Rogers, Beanfield Metroconnect and Enbridge.

## **SECTION 8 - LENGTH OF CONTRACTS**

- (1) Except as provided in Section 9(2), contracts must be for a fixed term not to exceed five-years.
- (2) The Corporation may enter into longer-term contracts under the following circumstances:
- (a) contracts relating to:
- (i) major design, build or construction initiatives where the project period is known to exceed five-years;
  - (ii) services that are less than \$25,000 annually and any change in vendor would not create value for money;
  - (iii) services where the Corporation has leveraged a VOR from any of its Government Partners, their agencies or other sourcing partners following the Directive in which the term exceeds five-years.
- (b) Consulting, Professional Services and/or services that:
- (i) are specialized in nature;
  - (ii) are the result of a management decision to outsource functions;
  - (iii) would cause disruption to the Corporation’s business activities if such services were re-procured or changed more frequently including such services as program management, legal services, Information Technology Services, insurance services, auditing services, financial services, urban planning services, subject to the Corporation being satisfied it is receiving value for money; and

Contracts with a duration of more than 5 years that do not comply with item (2) must be authorized by the CEO.



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## **SECTION 9 – CONTRACT CHANGES**

Changes to established contracts shall be within the general scope of the project and/or for unforeseen issues arising out of the project and should not be used for increases to the original scope, unless indicated update in the respective RFX. Any changes to the original scope should be procured through a competitive process, unless otherwise authorized by COO.

## **SECTION 10 - REPORTING**

- (1) Internal: On a quarterly basis, the Procurement Department shall submit a report to the FARM Committee, which report will include:
  - (a) Non-competitive procurements that meet or exceed the following thresholds: \$25,000 when conducted directly by the Corporation and \$121,200 when conducted by other contracted parties such as Construction Managers;
  - (b) contracts in excess of \$5 million awarded directly by the Corporation or by other contracted parties (i.e., Construction Managers); and
  - (c) such as other information as may be applicable or appropriate from time to time.
- (2) External: Award Disclosure - To complement Waterfront Toronto's open and transparent Procurement process, Procurement department will publish the winners and prices of all contracts awarded with a value over \$50,000 (before HST) on Waterfront Toronto's website.

## **SECTION 11 – SOCIAL PROCUREMENT**

Waterfront Toronto recognizes that its projects can create social and economic benefits, by providing opportunities for growth, equity and capacity building. Waterfront Toronto is incorporating social procurement goals within its procurements, to ensure communities and Equity-Seeking Groups benefit more directly from these large-scale investments.

The procurement process and documentation should reflect, whenever possible and practical, Waterfront Toronto's goals for social procurement and Community Benefits including consideration of the proponent's goals, strategies, accomplishments and plans for diversity, equity and inclusion, and workforce development.

## **SECTION 12 - SUSTAINABLE PROCUREMENT**

Waterfront Toronto is committed to demonstrating leadership on solutions that help mitigate climate change. In addition to ensuring our neighbourhoods will be resilient to a changing climate, we are striving to lessen the global impacts of climate change by reducing greenhouse gas emissions. Whenever possible and applicable, Waterfront Toronto procurements will aim to integrate sustainability considerations into the selection of proponents. Consideration may also be given to proponents that have a sustainability policy and program with a net zero commitment.