



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number _____ - 2025

To amend By-law 19-2018, Purchasing By-law

WHEREAS By-law 19-2018 (Purchasing By-law), as amended, provides for the Procurement of goods, services and construction;

AND WHEREAS By-law 19-2018 establishes fair and transparent processes and policies for purchasing goods and services while ensuring the most cost-effective use of City funds to achieve the best value for money.

AND WHEREAS By-law 19-2018 is aligned with international and domestic trade agreements, including CETA and CFA;

AND WHEREAS Council passed Resolution CW104-2025 to direct staff to implement a "Made in Canada" procurement policy in response to the imposition of tariffs by the United States;

NOW THEREFORE the Council of The Corporation of the City of Brampton ENACTS as follows:

1. By-law 19-2018 is amended by adding Appendix 1 of this By-law as Schedule "F".
2. This By-law takes effect on the date of its passing.

ENACTED and PASSED this 9th day of April, 2025.

Approved as to
form.

2025/04/02

Colleen Grant

Patrick Brown, Mayor

Approved as to
content.

2025/04/02

Sean Morgan

Genevieve Scharback, City Clerk

APPENDIX 1
TO BY-LAW -2025

SCHEDULE F
To By-law 19-2018

“Made in Canada” Preference

1. “American Vendor” means any Vendor or Bidder based in the USA, as indicated by their jurisdiction of incorporation or location of their primary office, and includes Subsidiaries of an American Vendor.

“Subsidiary” and “Subsidiaries” have the same meanings as those set out in the *Corporations Act*, R.S.O. 1990, c. C.38. For greater certainty, Subsidiaries shall be deemed to be an American Vendor, even if not incorporated or located in the USA.

2. Notwithstanding anything to the contrary in this By-law (including section 2.1 (Non-Discrimination), section 2.5 (No Local Preference) and Schedule “E” (Discriminatory Practices)):

American Vendors shall be excluded from City of Brampton Procurements except in the following circumstances:

- a) Where at least 60% of the total contract value is attributable to goods, services, or construction that are produced or manufactured in, or provided by workforce located in Canada or other locations other than the USA. The Vendor or Bidder must provide supporting documentation about the value and origin of goods/services if requested by the City.
 - b) Where an Emergency Purchase is required under section 8.5 of the By-law and where there is no reasonable alternative or substitute to an American Vendor.
 - c) In a no cost procurement under section 8.6 of this By-law.
 - d) In the circumstances described in the following sections of Schedule C to this By-law:
 - i) section 1 (lack of qualified bidders);
 - ii) section 2 (single vendor with no reasonable alternative or substitute);
 - iii) section 3 (change order with existing vendor);
 - iv) section 4 (necessary due to unforeseen events);
 - v) section 7 (circumstances which are exceptionally advantageous to the City, such as a bankruptcy or receivership);
 - vi) section 11 (compatibility with existing goods, or specialized goods that must be maintained by the manufacturer); and
 - vii) section 12 (warranty work).
 - e) Where operational necessity requires it in circumstances as determined by the CAO based on the recommendation of the relevant department head.”
4. The CAO can take such actions and make such changes to the City’s procurement processes, policies and documents, as deemed appropriate to give effect to the “Made in Canada” procurement policy, in consultation with the City Solicitor.