

## Supplier Code of Conduct

The Supplier Code of Conduct (“Supplier Code”) sets out the standard of business behaviour expected of The Corporation of the City of Oshawa’s (the “City”) Bidders, Contractors, and suppliers (individually the “Supplier” and collectively the “Suppliers”). The City expects Suppliers to act with honesty and integrity and comply with both the language and spirit of this Supplier Code. This Supplier Code applies to all Suppliers, including their owners, employees, agents, partners, and sub-contractors who provide Good and/or Services to the City.

### Definitions

All initially capitalized terms not otherwise defined in this Supplier Code shall have the meaning as defined in the City’s [Purchasing By-Law 80-2020](#) (“Purchasing By-law”), the Bid Definitions and Interpretations, and the Bid Submission Procedure.

### Respectful Conduct

Suppliers, and all affiliated persons, must adhere to the City’s Respect+ Policies, including, but not limited to, the Respect in the Workplace – Harassment and Violence Policy, in all interactions and communications with City staff, partner organizations, and community members. The City is committed to ensuring positive, safe, respectful, and welcoming environments. The City has zero tolerance for aggressive behaviour, harassment, or coarse language. If Suppliers have an issue or concern with the Bid Solicitation process or awarding of a Contract, they are expected to be respectful and courteous to City staff in all communications.

### Employment Practices and Labour Relations

Suppliers must treat all employees and persons with whom they do business with dignity and respect, and comply with legal obligations that prohibit discrimination or harassment in accordance with the Human Rights Code, R.S.O. 1990, c. H.19, as amended.

Suppliers must comply with all applicable labour, employment, and health and safety laws, statutes and regulations of the jurisdictions in which they operate including, but not limited to, the Employment Standards Act, 2000, S.O. 2000, c. 41, as amended and the Ontario Health and Safety Act, R.S.O. 1990, c. O.1, as amended. Suppliers must be able to demonstrate that in their workplaces:

- no child labour or forced labour is used;
- discrimination, harassment, and workplace violence are not tolerated;
- there is respect for the rights of workers to associate and bargain collectively; and
- employees are free to raise concerns without fear of reprisal.

Suppliers must foster a health and safety culture that embraces physical and psychological safety and incorporates this into day-to-day decision making to promote healthy and safe work environments.

## **Compliance with Laws**

Suppliers must comply with all applicable laws, statutes, and regulations and by-laws of the jurisdictions in which they operate.

## **Code of Business Conduct**

Suppliers must not engage in any business conduct in their normal course, including in their relationship with City, that is or could be perceived as unethical.

## **Honesty and Good Faith**

Suppliers must respond to the City's Bid Solicitations in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the Bid Solicitation.

Suppliers shall submit a Bid only if they know they can satisfactorily perform all obligations of the Contract in good faith.

Suppliers shall alert the City's Procurement staff of any factual errors, omissions, and ambiguities that they discover in the Bid Solicitation as early as possible in the process to avoid the Bid Solicitation being cancelled.

## **Confidentiality and Disclosure**

Suppliers must maintain confidentiality of any confidential City information disclosed to the Supplier as part of the Bid Solicitation process.

Suppliers must acknowledge that their Bid information will be subject to the confidentiality and disclosure requirements of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended ("M.F.I.P.P.A.").

## **Conflicts of Interest or Unfair Advantage**

Suppliers, and their affiliated persons, must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their Bid or where the Supplier foresees an actual or potential conflict of interest in the performance of the Contract. Such potential conflicts of interest or unfair advantages include, but are not limited to:

- engaging current or former City employees or public office holders to take any part in the preparation of the Bid or the performance of the Contract if awarded, any time within two (2) years of such persons having left the employ or public office of the City;
- engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the Bid Solicitation process, or subsequent performance of the Contract;
- prior involvement in developing the technical specifications or other evaluation criteria for the Bid Solicitation;
- prior access to confidential City information that is materially related to the Bid Solicitation and that was not readily accessible to other prospective Suppliers; or

- are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous contract.

## **Collusion or Unethical Bidding Practices**

No Supplier may discuss or communicate, directly or indirectly, with any other Supplier or their affiliated persons about the preparation of the Supplier's Bid Submission including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other Supplier making a Bid Submission for the same work. Suppliers shall disclose to the City's Procurement staff any affiliations or other relationships with other Suppliers that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

## **Illegality**

A Supplier shall disclose any previous convictions of themselves or their affiliated persons for collusion, bid-rigging, price-fixing, bribery, fraud, overbilling, or other similar behaviours or practices prohibited under the Criminal Code, R.S.C., 1985, c. C-46, as amended, the Competition Act, R.S.C., 1985, c. C-34, as amended, or other applicable law, for which they have not received a pardon.

A Supplier that has been convicted of an offence as set out above and has not received a pardon shall be deemed ineligible for an award.

A Supplier that has admitted to collusion, bid-rigging, price-fixing, bribery, fraud, or overbilling will be deemed ineligible for an award.

The City has discretion to review each ineligible Supplier on a case-by-case basis, having regard to the factual situation resulting in the conviction or admission, the time that has past and whether an absolute discharge, conditional discharge (and has satisfied the conditions), pardon or record suspension as been granted, and determine if the Supplier is eligible for an award.

## **Anti-Bribery and Corruption**

Suppliers must never offer, ask for, give or receive any form of bribe, kickback, any other type of improper payment, gift, or inducements of any kind, or attempt to gain influence or competitive advantage through improper means. Suppliers must also never offer or give facilitation payments, (i.e. such as payments to foreign public officials to expedite or secure the performance of any act of a routine nature that is part of that official's duties or functions).

Suppliers must ensure that the requirements of all applicable anti-corruption laws are met, including, but not limited to, Canada's Corruption of Foreign Public Officials Act, S.C. 1998, c. 34, as amended. No payments, gifts, or other benefits may be given, directly or indirectly, to public officials, political parties, or political candidates for the purpose of influencing government decisions in the City or the Supplier's favour or securing any other improper advantage.

Suppliers are expected to ensure that payments made to agents or other third parties are not

used, in whole or in part, to influence government decisions or secure any other improper advantage. Suppliers must not engage in any form of corruption, extortion, and/or embezzlement.

### **Interference Prohibited**

No Supplier may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their Bid Solicitation and/or Contract duties. No Supplier may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Supplier to Bid for a City Bid Solicitation or to perform any Contract awarded by the City.

### **Misrepresentations Prohibited**

Suppliers are prohibited from misrepresenting their relevant experience and qualifications in relation to any Bid Solicitation process and must acknowledge that the City's process of evaluation may include information provided by the Supplier's references, as well as records of past performance on previous contracts with the City or other public bodies.

### **Prohibited Communication During the Bid Solicitation**

No Supplier, or affiliated person, may discuss or communicate either verbally, or in writing, with any employee, public office holder or the media in relation to any Bid Solicitation between the time of the issuance of the Bid Solicitation to the award and execution of final form of Contract, unless such communication is expressly permitted in the Bid Solicitation.

### **Failure to Honour Bid**

Suppliers shall honour their Bid, except where they are permitted to withdraw their Bid in accordance with the process disclosed in the Bid Solicitation or with written permission of the City. Suppliers shall not refuse to enter into a Contract or refuse to fully perform the Contract once their Bid has been accepted by the City.

### **Supplier Performance**

Suppliers shall fully perform their Contracts with the City and follow any reasonable direction from the City to cure any default.

Suppliers shall maintain a satisfactory performance rating on their previous contracts with the City and other public bodies to be qualified to be awarded similar contracts.

### **Disqualification of Suppliers for Non-Compliance**

Any contravention of this Supplier Code by a Supplier, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for the City to disqualify a Supplier from being awarded a Contract.

The City may also disqualify any Supplier who may otherwise have an unfair advantage or conflict of interest that cannot be resolved in relation to any Bid Solicitation.

A contravention of this Supplier Code may also be grounds for the City to terminate any Contract awarded to that Supplier and require the return of any advance payments.

## **Proper Use of City Assets**

Suppliers must protect City assets from fraud, theft, damage, and destruction (such as by vandalism or neglect) and must not use them for anything other than authorized City business.

## **Privacy, Information Security, Confidential Information, and Intellectual Property**

Suppliers must protect the City's sensitive, personal, and/or confidential information against theft, loss, destruction, unauthorized access/release, or misuse. Except as required by law, Suppliers must not disclose the City's sensitive, personal, and/or confidential information to anyone outside of the City, without prior written approval from the City. Suppliers must not use the City's sensitive, personal, and/or confidential information for any improper purpose. This applies even after the Supplier's Contract is complete.

Sensitive information includes information that is proprietary, technical, business, financial, personal, or otherwise requires confidentiality. Sensitive information is owned by or has been entrusted to the City and must be kept confidential to preserve the City's competitive advantage or commercial interests.

Personal information includes and information about an identifiable individual or that may identify an individual in accordance with M.F.I.P.P.A.

Suppliers must protect the City's intellectual property, such as copyrighted information, trademarks and logos, patents, and trade secrets against loss or infringement, and use them only for the City's business.

## **Communications**

Suppliers must have permission from the City's Corporate Communications Branch before releasing for publication any information in respect of business relations with the City or speaking as a City Supplier in any public forum. This includes presentations to industry, community, or business groups and/or media/social media forum or with a media representative. Suppliers must not use their association with the City for any improper purposes.

## **Suppliers in Debt or in Litigation with the City.**

The City in its sole and absolute discretion, may disqualify Suppliers, or their affiliated persons, who are indebted to the City, engaged in ongoing litigation for damages related to a contract awarded by the City or engaged in any other ongoing litigation or prosecution with the City. Suppliers must be in good standing with the City to be awarded a Contract.

## **Suspension of Suppliers from Future Solicitations**

Without limiting or restricting any other right or privilege of the City, the City may suspend a

Supplier's eligibility to Bid due to a contravention of this Supplier Code.

### **Public Interest Exception**

The City may decide that it is in the public interest to approve the use of an ineligible or suspended Supplier in the following possible circumstances:

- an emergency where delay would be injurious to the public interest;
- the Supplier is the only person capable of performing the contract;
- the Contract is essential to maintain sufficient emergency supplies; or
- not entering into the Contract with the Supplier would have a significant adverse impact on the health, security, safety, public security, or economic or financial well-being of the City.

The exception is applied on a case-by-case basis by the City, in its sole and absolute discretion.

### **Consequences**

Breaches of this Supplier Code are taken seriously by the City. A failure to comply with this Supplier Code may result in suspension or termination, in whole or in part, of the Supplier's Contract with the City and may include suspension of the Supplier from bidding in current or future Bid Solicitations. This Supplier Code is not to be read in lieu of but in addition to the Supplier's obligations as set out in any Contracts between the City and the Supplier. In the event of a conflict between this Supplier Code and an applicable agreement, the agreement will govern.