

LIMITED TENDERING
PURCHASING BY-LAW 19-2018 Section 8.4

A non-competitive Procurement is an exception to the competitive Procurement Process that may be undertaken where both the proposed non-competitive Procurement and the particular Vendor can be justified in good faith, based on one or more of the conditions set out in Schedule C of the Purchasing By-law.

ALL FIELDS ARE MANDATORY FOR COMPLETION

Date:	Requisition No.:	Ward:
Department:	Division: _____ . . .	
Blanket Contract: If Yes, Initial Term:	Award Amount (pre-tax):	
Optional Renewals: If Yes, Number of Optional Renewals: Renewal Period: Renewal Term:	Total Estimate of Optional Renewals: (# of optional renewals X value of each renewal term)	
Total Procurement Value: (Award Amount + Total Estimate of Optional Renewals)		
Approvals to be obtained based upon Total Procurement Value		
Scope of Work Description:		
Vendor:	Vendor Contact Name:	
Vendor Address:		
Vendor Phone No.:	Vendor Contact Email:	
This Limited Tendering request is justified based on the following exception of Schedule C: Choose one from the drop down menu (Schedule C: 1 to 13) **Refer to the last page of this form for the corresponding dropdown menu for Schedule C**		
The selected Schedule C exception is justified as follows:		
FINANCIAL COMMENTS:		Financial Analyst Initials:

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APPROVALS

Based upon Total Procurement Value

Requestor Name	Signature	Date
Department Head or Delegate Name All Values	Signature	Date
Purchasing Agent or Delegate Name	Signature	Date
Chief Administrative Officer Name for Total Procurement Value greater than \$1,000,000	Signature	Date

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Schedule C
Limited Tendering

1.
 - a) No Bids were submitted;
 - b) No Bids conforming to the essential requirements of the procurement document were submitted;
 - c) No Bidders satisfied the conditions for participation; or
 - d) The submitted Bids were collusive.
2. If goods or services can be supplied only by a particular Vendor and no reasonable alternative or substitute goods or services exist for the following reasons:
 - a) The protection of patents, copyrights, or other exclusive rights; or
 - b) Due to an absence of competition for technical reasons.
3. For additional goods or services from the original Vendor 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; and
 - b) Would cause significant inconvenience or substantial duplication of costs for the City;
4. If strictly necessary and for reasons of urgency brought about by events unforeseeable by the City, the goods or services could not be obtained in time using a competitive process;
5. For goods purchased on a commodity market;
6. If a procuring entity procures a prototype or a first good or service that is developed in the course of a contract for research, experiment, study, or original development;
7. The goods or services are purchased under circumstances which are exceptionally advantageous to the City, such as in the case of a bankruptcy or receivership;
8. If a contract is awarded to a winner of a design contest;
9. If goods or services regarding matters of a confidential or privileged nature are to be purchased and disclosure through a competitive process could reasonably be expected to compromise confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest;
10. The supply of goods and services is controlled by a Vendor that is a statutory monopoly;
11. To ensure compatibility with existing goods, or to maintain specialized goods that must be maintained by the manufacturer of those goods or its representative;
12. 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; or
13. Work is to be performed on a leased building or related property, or portions thereof that may be performed only by the lessor.