

## SCHEDULE C TO BY-LAW

### Limited Tendering

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 following:

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.

Any amendments to applicable legislation or trade agreement to which the City is bound which expand or limit the permitted exceptions set out in this Schedule C shall apply and this By-law shall be deemed to have been amended accordingly.