



## COUNTY OF ST. PAUL NO. 19

### BALANCING RURAL HERITAGE WITH A DIVERSE ECONOMY

#### POLICY OBJECTIVE:

The County of St. Paul desires to obtain the tender most suitable and most advantageous to the interests of the County.

#### POLICY STATEMENT:

##### A) DISCRETION:

- 1) Notwithstanding anything else contained within the tender documents, the County reserves the right in its sole and unfettered discretion, to reject or accept any tender, including the right to reject all tenders **or to award a tender contract based upon factors other than price.**
- 2) Without limiting the generality of the foregoing, any tender which:
  - a) is incomplete, obscure, irregular, or unrealistic
  - b) is non-compliant or conditional;
  - c) is has erasures or corrections;
  - d) omits a price on any one or more items in the tender;
  - e) fails to provide all the information required in the tender; or
  - f) is accompanied by an insufficient certified cheque, or irrevocable letter of credit or by a Bid Bond in an unsatisfactory form,

may at the County's sole discretion be rejected or accepted.
- 3) Further, without limiting the foregoing, a tender may be rejected or accepted based upon the County's unfettered assessment of the following:
  - a) The tenderer's past work performance for the County or for anyone else;
  - b) The tenderer's previous or current business or professional relationship with the County;
  - c) The tenderer's financial capabilities;
  - d) The tenderer's ability to perform the work;

- e) The tenderer's ability to complete the work on schedule or without delay or interference;
  - f) The tenderer's equipment;
  - g) The tenderer's sub-contractors;
  - h) The character, integrity, reputation, judgment, and experience of the tenderer;
  - i) The tenderer's ability to provide maintenance or warranty work, and its history or reputation regarding the same;
  - j) The tenderer's propensity for litigation or other forms of dispute; or
  - k) The tenderer's history related to resolving disputes.
- 4) In no circumstances shall the County be required to disclose to the tenderers the County's reasoning or explanation behind its decision to either award a tender or to reject all tenders.
- B) LIABILITY:**
- 1) The County reserves the right after closing time to seek clarification or to ask for additional information from one or more tenderers and reserves the right to negotiate after closing time with the tenderer that the County deems has provided the most advantageous tender.
- 2) **In no event** will the County be required to seek clarification or to ask for additional information from all tenderers or to offer any modified terms to anyone but the successful tenderer. The County shall incur no liability to any other tenderers as a result of such discussion, negotiation, or modification.
- 3) In addition to the foregoing, each tenderer, by submitting a tender, agrees that it will not claim any damages in any court proceeding, or other dispute resolution forum with respect to any aspect of the tender process (**inclusive of award**), including but not limited to representations made or purported to be made at any time before, during or after the tender process.
- 4) Anything arising during the contract negotiation phase, in excess of an amount equivalent to the reasonable costs incurred by the tenderer in preparing its tender, and each tenderer, by submitting a tender, specifically waives any claim for loss of profits if no agreement is entered into with the tenderer.