

Request for Proposal/Bid (RFx) Instructions, Requirements, and Rights Reserved by the University

For the purpose of this document:

- “RFx” refers to both Request for Proposal and Request for Bid.
- “Response” refers to both Proposal and Bid.
- “Respondent” or “you” means the prime firm responding to this RFx.
- “Project” and “Contract” are further defined in the RFx.

1.0 Sourcing Tool

The University of Minnesota’s sourcing tool, referred to as MBid, is provided by Ionwave. Section 1 of this document contains information that will help guide you through this sourcing tool.

1.1 MBid Help

Help for using the tool is available in several ways:

- View the “Sourcing Supplier Quick Tutorial,” or any other informational documents, by clicking the “Help” link in the upper right-hand corner.
- View the FAQ found on the [Purchasing Services website](#).
- Contact the Purchasing Representative responsible for the RFx.
- Contact the Purchasing Services department via email (purchase@umn.edu) or phone (612-624-2828).

1.2 MBid Guidelines

Consider the following when reviewing/responding to the RFx:

- Mandatory attributes must be answered. You will not be able to submit your Response without responding to all the mandatory attributes which are marked with an asterisk.
- All submitted attachments should be labeled as ‘firmname’. DO NOT USE A “#” SIGN OR “&” SIGN IN YOUR ATTACHMENT NAME.
- You are responsible for ensuring that your Responses are accurate and complete, and will remain so through the term of any Contract that may be awarded to you as a result of your Response. The University will rely on your Responses, and they will be deemed a part of the Contract.
- Clicking “Read and Understood” or “Yes” next to any attribute means that you have made that certification to the University, and it will be deemed part of any Contract to you as a result of your Response.

1.3 Questions and Answers

Questions regarding this RFX shall be submitted through the MBid sourcing tool. Pay particular attention to the Question Cutoff Date as the University is not obligated to respond to any questions that are received after this deadline.

To submit a question:

1. Go to the “Questions” tab found within the RFX.
2. Click on “Ask Question.”
3. Type in your question and click on “Save.”
4. Your question will be added to the queue. Note: Other firms cannot see your submitted question until it is answered by the Purchasing Representative.

An email notification will be sent out when the answers are posted. A PDF extract of the Questions and Answers can be downloaded by clicking the "Documents" icon at the top of the page.

The University may decline to answer a question, summarize a question, or combine several questions into one response.

Oral and other interpretations or clarifications, including those occurring at pre-proposal/bid meetings, site visits, tours, etc. are not binding unless otherwise stated.

1.4 Addenda

The University reserves the right to amend all or any portion of the RFX at any time for any reason. If the University modifies the RFX, the University will issue an Addenda. An email notification will be sent upon issuance of said Addenda.

Respondent shall independently evaluate the information in each Addenda for use in preparing their Response and shall be solely responsible for their use or interpretation of the information. All information included in each Addenda will become part of the selected Respondent’s Contract.

1.5 Response Submissions

All Responses must be submitted electronically using this system. No email or paper copies are allowed unless specifically required and noted in the RFX. All supplemental information must be uploaded as requested throughout the RFX and clearly labeled with your firm name and content using the format ‘firmname’.

1.6 Withdrawing Response

You may withdraw your Response at any time prior to the Close Date & Time by viewing your submitted Response in the system and then clicking on “Retract Response.” You may submit another Response or resubmit your Response at any time prior to the Close Date & Time. No Response may be withdrawn after the Close Date & Time without the

University's written approval. Such approval shall be based on your written submittal of a reason acceptable to the University in its sole discretion.

1.7 Deadlines and Late Submissions

Note RFX deadlines and plan accordingly. You assume all risks of submitting your Response by the Close Date & Time. The University is not responsible for internet or telecommunications failures or delays. The system will NOT allow a late submittal. If you have not submitted your Response by clicking on the "Submit" button on time, your Response will not be accepted by the system.

Enter information early to ensure that all requirements are addressed. Incomplete Responses will be evaluated as though they were complete. Failure to provide required information may result in disqualification. If you submit early and wish to change an answer, click "Retract Response," make any changes and then hit "Submit" again. You must be sure to resubmit your Response.

2.0 Respondent's Response

Section 2 of this document contains information regarding the Respondent's Response to this RFX.

2.1 Response Ownership

All materials submitted in response to this RFX become the property of the University and may become a part of any resulting Contract. Award or rejection of a Response does not affect this right.

2.2 Errors in Response

The University shall not be liable for any errors in your Response. Except during negotiations initiated by the University, no modifications to a Response shall be accepted after the Close Date & Time. You must ensure that all information, including pricing, is current, accurate, and complete.

You are responsible for all errors and omissions contained in your Response. The University may reject a Response because of erroneous or omitted information, even if the correct or complete information was available to the University elsewhere. Similarly, the University may accept your Response based on the erroneous or omitted information, and you will be bound by the information as it appears in the Response, even if the correct or complete information was available to the University elsewhere.

2.3 Duration of Offer

Responses to the RFX are irrevocable for 120 days following the Close Date & Time. This phase may be extended by written mutual agreement between a Respondent and the University.

2.4 Expenses

Under no circumstances shall the University be responsible for any Response preparation expenses, submission costs, or any other expenses, costs or damages, of any nature, incurred as a result of the Respondent's participation in this RFX process.

2.5 Public Information and Trade Secrets; Use of Responses by the University

All materials submitted in response to the RFX are subject to the provisions of Minnesota Statutes, Chapter 13, including Section [13.591](#), Subdivision 3.

After the Contract is fully executed, materials received as a result of this RFX may be considered public information and available for public inspection. By submission of a Response, Respondent releases the University from any liability resulting from the University's disclosure of such materials and the information contained in them.

If Respondent believes it is submitting information in its Response that constitutes "trade secret information" within the meaning of Minnesota Statutes, Section [13.37](#), Respondent should clearly mark each page containing such information as "trade secret," delete the specific information that constitutes a trade secret and insert the words, "redacted trade secret." Submit the redacted material, as a separate electronic file, along with the Response. The file name should include the words "confidential." Your communication must also include an attorney's opinion for each item, indicating the legal basis for regarding it as trade secret information. Only legitimate trade secret information within the meaning of Minnesota Statutes, Section [13.37](#), as determined solely by the University, may be protected from disclosure.

By submitting a Response, Respondent also agrees to defend any legal or administrative action seeking release of materials Respondent believes to be trade secret information and to indemnify and hold harmless the University from any judgments or damages awarded in favor of any party requesting the materials, including any costs connected to that defense. If a request is made under Minnesota Statutes, Chapter 13, for release of any materials submitted by Respondent that Respondent deems to be trade secret information, the University will notify Respondent of such a request, but the University will have no obligation to commence or defend any action to prevent the disclosure of any materials, including materials Respondent believes to be trade secret information or otherwise confidential.

The University has the right to use the content of any Response unless Respondent expresses a clear statement of objection to such use in the Response. In no event will such objection be considered valid with respect to the use of ideas which are not the proprietary or trade secret information of the Respondent and so designated in the Response, or which were known to the University before submission of such Response, or which properly became known to the University thereafter through other sources.

2.6 Intellectual Property Indemnification

Respondent warrants that any information Respondent submits to the University in connection with the RFX will not infringe or violate any patent, copyright, trade secret, or any other intellectual property right of any third party. By submitting information to the University, the Respondent agrees that, in the event any third party brings an intellectual property infringement claim against the University, the Respondent, at its expense, shall indemnify and defend the University against any loss, cost, expense, or liability (including attorneys' fees) arising out of such claim, whether or not such claim is successful against the University.

2.7 Conflict of Interest

Respondent certifies that it has not had any contractual relationship with any University employee in the 12 months immediately prior to the issuance of the RFX, or any contact with University personnel regarding the RFX, the Project, preparation of the Respondent's Response, or evaluation of Responses. Respondent further certifies that none of its executive or management personnel and none of its personnel involved in its Response is a parent, child, sibling, or first cousin (or any of those in a grand-, step- or in-law relationship) of any University employee who may play any material role in the University's purchasing decision. Respondent further certifies that it has no reason to believe that its Response may result in a violation of Minnesota Statutes, Section [15.43](#), or create any similar real or potential conflict of interest. Any failure to make any such unqualified certification may, in the sole discretion of the University, be grounds for rejection of the Respondent's Response or termination of any Contract awarded.

2.8 Rights Reserved by the University

The University reserves the right to:

- Reject any and all Responses in whole or in part. Select for Contract negotiation, and award the Contract to, the Respondent whose Response is the most advantageous to the University, as determined by the University in its sole discretion whether or not the Response is the lowest cost.
- Waive any irregularities or inconsistencies in Responses.
- Consider and/or accept a written modification (requested by the University) of a Response if the Response itself was submitted on time, and the modified Response is more favorable to the University.
- Approve or disapprove any subcontractor proposed to be used by a Respondent.
- Negotiate any aspect of a Response with any Respondent and negotiate with more than one Respondent at the same time.
- Cancel the RFX at any time.
- Terminate negotiations and prepare and release a new RFX, or take such other action as the University deems appropriate if negotiations fail to result in a Contract within a time acceptable to the University in its sole discretion.
- Select more than one Respondent to perform various elements of the Project.
- Clarify or seek from Respondents additional information on any Response.

- Modify or eliminate the interview process.
- Re-scope the Project.

3.0 Selected Respondent's Contract

Section 3 of this document contains information regarding the selected Respondent's Contract for the Project.

3.1 Liability and Insurance Requirements

The proposed insurer for all required insurance must be listed by A.M. Best with a rating of A- VII or better.

The selected Respondent must maintain insurance coverage for the Project of the types and in the amounts set forth in the Contract.

3.2 Subcontracting

The selected Respondent may perform the work through subcontractors approved by the University, provided the selected Respondent shall be responsible for the performance of all of its subcontractors. Use of any specific subcontractors in the performance of the Contract shall be subject to University consent. The selected Respondent must ensure that any subcontractors abide by all the terms and conditions of the Contract.

3.3 Smoke-and-Tobacco-Free Campus

Smoking or using tobacco products and electronic cigarettes is prohibited in all facilities and on all University property. All employees of the selected Respondent and their subcontractors must adhere to this policy while working on campus. Information regarding the University's Smoke-and-Tobacco-Free Campus policy can be found [here](#).

3.4 Project Management Information System

The University may, at its sole option, direct the selected Respondent to use the University's internet-based Project Management Information System. The functionality of this software includes, but is not limited to, the processing of plan reviews, purchase orders, change orders, Contract amendments, and payment.

3.5 Project Evaluation

Upon completion of the Project, the University may evaluate the selected Respondent based on their performance, including, but not limited to: overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate documents. The selected Respondent's performance on this Project may be taken into consideration when evaluating their Response to a future RFx.

3.6 Audits

The books, records, documents and accounting procedures and practices of any Respondent the University selects for negotiation are subject to examination by the University as set forth in the Contract.

3.7 Laws and Regulations; Governing Law

The internal laws of the State of Minnesota, without giving effect to its conflict of laws principles, shall govern the validity, construction and enforceability of the RFX, the Response, and the Contract. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of the RFX, the Response, and the Contract shall be in the courts of the State of Minnesota and venue shall be in Hennepin County, Minnesota and Respondent consents to such jurisdiction and venue.

3.8 Performance and Payment Bonds – Pertains to Construction Contracts

If required by Minnesota Statutes, Section [574.26](#), the selected Respondent must furnish to the University a Performance Bond and a Labor and Material Payment Bond for the Project on University-approved bond forms, which are available on-line at the [Purchasing Services website](#). The Bonds shall be issued by a surety satisfactory to the University, licensed to issue bonds in the State of Minnesota, rated by A.M. Best as A-minus or better, and listed in the current printing of the U.S. Treasury Department listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The surety's underwriting limit set by the Treasury Department as the net limit on any single risk for the surety shall be equal to or greater than the dollar amount of the Bond. If multiple sureties are listed on a Bond, each surety must have an underwriting limit that meets or exceeds the dollar amount of the Bond, in addition to meeting all other foregoing requirements.

Performance and Payment Bonds are required on all Projects that exceed the value identified by Minnesota Statutes, Section [471.345](#), Subdivision 3.

3.9 Prevailing Wage Rates on Project Work Site – Pertains to Construction Contracts

Pursuant to Minnesota Statutes, Sections [177.41](#) to [177.44](#), and corresponding Minnesota Rules 5200.1000 to 5200.1120, the Contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers, workers, and mechanics the established prevailing wages for work performed under the Contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Each contractor and subcontractor performing work on the Project shall post on site the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the Project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working

on the Project. The information posted shall include a breakdown of the contributions for health and welfare benefits, vacation benefits, pension benefits and any other economic benefit required to be paid.

Upon request, each contractor and subcontractor shall furnish to the University copies of any or all certified payroll for the Project. All certified payroll records shall be properly completed and submitted on [Minnesota State Colleges and Universities Prevailing Wage Payroll Form MnSCU073](#), and shall be submitted to the University within 14 days of the date of the request.

3.10 Building Permits – Pertains to Construction Contracts

The selected Respondent shall pay and pull all necessary permits for the Project. All associated permit fees must be included in the Respondent's Response cost. Information on Building Permits and Permit Fees can be found on the [Building Code Division website](#).

3.11 Hazardous Materials – Pertains to Construction Contracts

The Contract provides that if the selected Respondent encounters existing environmental contamination during any phase of the Project, selected Respondent will immediately stop work in the vicinity of the contamination and notify the University's [Department of Environmental Health and Safety](#). The University will proceed with the abatement measures under separate contract.

3.12 American-made Steel – Pertains to Construction Contracts

If required by applicable law, the selected Respondent may be required to use American-made steel.

3.13 Energy Efficient Commercial Building Tax Deduction – Pertains to Design Contracts

The Energy Policy Act of 2005 Section 1331, [Section 179D](#) of the United States Internal Revenue Service Code stipulates that building owners are eligible for a tax deduction for qualifying interior lighting systems, heating ventilation and air conditioning systems, or building envelope systems satisfying energy efficiency requirements. If the selected Respondent elects to participate in this program, they shall comply with all appropriate program requirements.