**University of Minnesota Sourcing Process and Information for Suppliers**

This documentation contains information that will help you through the University sourcing process. The University of Minnesota Sourcing Tool, referred to as MBID, is provided by Ionwave. (RFx, as used below, refers to both Bids and Request for Proposals.)

1. **MBid Tool Supplier Help**

Help for using the MBid tool is available in several ways. In the upper right-hand corner, click on the Help.

* View the Sourcing Supplier Quick Tutorial
* View any of the other informational documents provided.
* View the University of Minnesota created information. Links can be found at <https://purchasing.umn.edu/suppliers>.
* Contact the University of Minnesota Purchasing Services department via email at purchase@umn.edu.
* Contact Purchasing Services via phone at 612-624-2828.
* Contact the buyer responsible for the RFx

1. **Supplier Instructions**

Once you have read these instructions, you will need to confirm in the appropriate attribute that you have read and understand these instructions.

1. NOTE: You MUST respond to this RFx online.
2. The RFx may contain multiple pages. You can move from page to page by clicking on the number or arrows that are located on the maroon bar that appears at the bottom of the Attributes section.
3. Mandatory attributes must be answered. You will not be able to submit your proposal without responding to all the mandatory attributes which are marked with a red asterisk.
4. Thoroughly but concisely answer each attribute in the space provided unless it is noted that a response may be provided in a separate attachment. Be as brief as possible while still providing pertinent information. Each text answer will state before you start to type as to the number of characters that will be allowed in the text box. NOTE – this is character count, not word count. If a response is lengthy (longer than the allowed number of characters), summarize your answer in the space provided and include a more detailed answer as an attachment – noting that you have included more detail in an attachment. *Following these instructions will facilitate review and evaluation.*

All attachments should be labeled as directed in each attribute or as ‘vendorname\_attachmentname’. DO NOT USE A “#” SIGN OR “&” SIGN IN YOUR ATTACHMENT NAME.

1. If you wish to generate a copy of your completed response, click on Documents and choose the Bid Document. A PDF extract of your response will be generated.
2. 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.
3. Click “Read and Understood” next to any certification 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.
4. **Deadlines and Late Submissions**

Please note RFx deadlines and plan accordingly. You assume all risks of submitting your response by the Closing Date and 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 questions are answered. 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 SUBMIT again. You must be sure to resubmit your response.

1. **Questions and Answers**

Questions regarding this RFx should be submitted using the Questions tab within the RFx. Questions should be submitted before the Questions Cutoff Time. Go to the Questions Tab, click on Ask a Question. Type in your Question. Click on Save. Your Question will be added to the queue. (Other Suppliers cannot see your question until the Category Manager posts the answers.)

The University may decline to answer a question, summarize a question, or combine several questions into one. Every answer will be given to all respondents either by issuing an addendum and posting the answers inline in the Questions Tab or via an Attachment posted in the Attachment Tab.

A notification will be sent out when the answers are posted. Oral and other interpretations or clarifications, including those occurring at pre-proposal meetings, site visits, tours, etc. are not binding unless otherwise stated.

1. **Addenda**

The University may issue one or more addenda to this RFx at any time for any reason.

1. **Withdrawing Response**

You may withdraw your Response at any time prior to the Closing Date and 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 Closing Date and Time. No response may be withdrawn AFTER the Closing Date and 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. **Response Submission**

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 name and content using the format ‘vendorname\_attachmentname’.

1. **Proposal 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.

1. **Errors in Proposals**

The University shall not be liable for any errors in your Proposal. Except during negotiations initiated by the University, no modifications to a response shall be accepted after the Closing Date and 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 Proposal. 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.

1. **Release of Claims, Liability and Preparation 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 your participation in this RFx process.

1. **Responses Subject to Public Disclosure**

By submitting a response, you agree that all information, documentation and other materials (collectively “Materials” or “items”) submitted in response to this RFx are non-confidential, non-proprietary, and subject to public disclosure after a contract is awarded. You waive and release the University from any liability resulting from University’s disclosure of such information.

If you submit information you believe to be a trade secret, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, subd. 1(b) (“MGDPA”), you must follow these instructions exactly for information to be considered for confidentiality review:

1. Confidential information is limited to that which is truly confidential under the MGDPA. **NOTE:** *The Minnesota State Attorney General has opined that pricing information is NOT trade secret information.* Financial statements can be considered as a trade secret.
2. Highlight or otherwise clearly mark all specific information that you wish to be considered “Confidential”. “Confidential” footers, stamps on the cover of a document or a watermark will be ignored and of no effect. Set out all information you claim is a trade secret in a separate Word document clearly and conspicuously marked “CONFIDENTIAL.” This document must also include the RFx # and the name of your company.
3. Label this document “Vendorname\_CONFIDENTIAL”.
4. Include an opinion of counsel specifying in detail the legal basis for regarding the Material as a trade secret under the MGDPA. Include the name and qualifications of the person who has **written** the opinion.
5. Upload the document containing BOTH the legal basis for confidentiality **and the** Confidential Information to the Response Attachment Tab.
6. **NOTE**: Confidential Information will be provided electronically to the RFP review committee to be used during the RFP review process.
7. Prior to releasing files in response to a data request, the University’s Office of Records Management will review the Confidential Information to ensure it meets the MGDPA standards.
8. **Oral Presentations, Site Visits, Testing**

The University may at its sole discretion, require one or more respondents to make an oral presentation; schedule a site visit; or request a demonstration of, or to test, any or all Goods and/or Work proposed in response to this RFx (“Presentation”). You should be prepared to discuss, demonstrate, and substantiate any area of your Proposal, your own qualifications for the Goods/and or Work, and any other area of University interest relative to your Proposal.

1. If you fail to provide such Presentation when requested, the University may reject your Proposal in its sole discretion.
2. The University will be entitled to rely on all representations you may make in the course of such Presentation.
3. You warrant that if awarded a contract, the Goods and/or Work delivered under such contract shall meet or exceed the quality of the Goods and/or Work demonstrated or tested.
4. **Samples**

If samples are required for this RFx, they must be furnished free of charge and in a timely manner. If not destroyed by testing, and if practical, samples may be returned at your request and expense following contract award. *Do not submit unsolicited samples*. The University will not consider them and will have no liability for their safe-keeping or return.

Follow the instructions provided in the RFx for shipping samples to ensure proper delivery. Samples must arrive at their destination NO LATER than the Closing Date and Time. The University is not responsible for delay or failure of transportation.

1. **Award Process**

After the RFx review process is complete (which can take time depending upon the complexity of the event and the number of responses received), the University may make an award on the basis of the Proposals submitted, without discussion, clarification or modification, or on the basis of negotiation with any or all of the respondents. Therefore, make sure your response contains your best offer.

1. The University is not required to select a Proposal or enter into a contract. At its sole option and discretion, the University may:
   * reject any or all Proposals, wholly or in part;
   * waive any technicalities, informalities, or irregularities in any Proposal;
   * request clarification or additional information;
   * award a contract in whole or in part;
   * award multiple contracts to multiple respondents;
   * re-solicit for Proposals;
   * or temporarily or permanently abandon the procurement.
2. If the University awards a contract, it will award the contract to the respondent or respondents whose Proposal(s) is (are) the most advantageous to the University as determined by the University in its sole discretion.
3. If the University awards a contract as a result of this RFx process the resulting contract shall consist of:
   * The terms, conditions, specifications and requirements of this RFx and its attachments including any additional negotiated items.
   * Any addenda the University issues pursuant to this RFx.
   * All representations (including but not limited to, representations as to price, specifications, performance and financial terms) the respondent makes in its Proposal, presentation (recorded or otherwise), or demonstration for the benefit of the University.
4. **Public Proposal Viewing**

After the award has been made, an MBID system email notification of the outcome of this RFx will be sent to all respondents. Upon finalizing a contract with the selected respondent(s), final scoring worksheets become available for public viewing. If you do not find the information you are looking for, you may submit a data request by using the following process.

* Go to the [Data Request Center](https://umn.nextrequest.com/), found on the Office of the General Counsel’s website.
* Follow the instructions and submit your Data Request.
* Requests will be reviewed and you will be notified if the information you have requested will be made available.
* Allow 4-6 weeks for your request to be processed.

1. **Subcontracting**

Using subcontractors in the performance of a contract is subject to the University’s express, written consent. The selected respondent is responsible for performance of any subcontractors. The selected respondent must ensure that any subcontractors abide by all terms and conditions of the contract.

1. **Office for Supplier Diversity**

The Office for Supplier Diversity (“OSD”) <https://osd.umn.edu/> is available to assist Small and Targeted Business as part of the University’s goal of fostering economic growth in urban communities. Businesses owned by women, people of color, people with disabilities, and other historically and currently under-represented groups are especially encouraged to take advantage of the OSD’s services. For inquiries regarding these services, contact OSD at [osd@umn.edu](mailto:osd@umn.edu) or 612-624-0530.

1. **Terms and Conditions**

Any award made as a result of this RFx process will be governed by the terms and conditions included in this RFx or additional negotiated terms and conditions. NOTE: In the University’s terms and conditions included in this RFx, the phrase “Purchase Order” shall refer to the award made pursuant to this RFx process. The term “Seller” or “Contractor” shall refer to respondent receiving an award under this RFx process.

*The University is a constitutional function of the State of Minnesota. Therefore, certain laws and regulations apply to our agreements that might not apply to commercial enterprises. That is, commercial entities can simply decide what terms and conditions they want to accept; we cannot. The University’s terms and conditions should be used in all but exceptional circumstances.*

If you take exception, or wish to propose an addition or deviation to any term or condition in the specific Terms and Conditions document included within the RFx, you must:

1. Download the terms and conditions found in the Attachment Section of this RFx.
2. You must redline all proposed changes within the document. The University believes negotiating issues is always more productive than negotiating positions. Therefore, please add a “Comment” explaining each of your proposed changes.
3. If you are “red-lining” the University’s terms and conditions, limit your changes to those that are critically important to your Proposal.
4. If you do not clearly and conspicuously take exception or propose additions to a specific term or condition, you will be bound by the University’s terms and conditions in the event an award is made to you.
5. Upload the **editable Word** version of your proposed changes to the attachment section of this RFx. Do NOT upload a PDF version.
6. You may submit your own terms and conditions as a substitute. However, if you choose to submit your own, they **must** be submitted as an editable Word document.

The nature and extent of your deviations from the University’s terms and conditions may be a factor in the University’s evaluation of your Proposal. The University may, in each instance:

1. Accept any Proposal with deviations, additions or exceptions to the University’s terms and conditions.
2. Negotiate deviations, additions and exceptions to the University’s terms and conditions; or
3. Reject a proposal with deviations, additions, or exceptions to the University’s terms and conditions the University deems unacceptable in its sole discretion.