

Terms of participation

1. Submitting your Proposal

Proposals will be received in the [Hennepin County Supplier Portal](#). To submit a proposal, you must first register with the Supplier Portal. For more information on how to register, go to the [Supplier Portal help page](#). Register early to allow enough time to resolve technical issues which could cause you to miss out on this Work Order contract opportunity.

Proposers are strongly encouraged to make their submissions well in advance of the due date as the process may take some time to complete.

Failure to submit a proposal on time may be grounds for rejection of the proposal; however, the County reserves the right, in its sole and absolute discretion, to accept proposals after the due date.

2. Request for Proposals overview

This Request for Proposals is an invitation for Proposers to submit a proposal to the County. It is not to be construed as an official and customary request for bids, but as a means by which the County can facilitate the acquisition of information related to the purchase of services. Any proposal submitted is a suggestion to negotiate and **NOT A BID**.

3. Questions and communication restrictions

Questions should be submitted in writing to the e-mail addresses included in the solicitation. Proposers shall not communicate, verbally or otherwise, with any Hennepin County personnel or consultant(s) concerning this Request for Proposals, except for the persons listed in this Request for Proposals. This restriction may be suspended or removed by the authority and direction of the persons listed above. If any Proposer attempts or completes any unauthorized communication, Hennepin County may, in its sole and absolute discretion, reject the Proposer's proposal.

4. Addenda

The County reserves the right to modify the Request for Proposals at any time prior to the proposal due date. An addendum will be posted in the Supplier Portal if the Request for Proposals is modified. Addenda may be viewed by clicking on the 'View Documents' on the Event Details page. It is the responsibility of each prospective Proposer to assure receipt of all addenda.

The County will modify the Request for Proposals only by formal written addenda. Proposer's proposal should be based on this Request for Proposal document and any formal written addenda. Proposers should not rely on oral statements.

5. County's right to withdraw, cancel, suspend and/or modify Request for Proposals

The County reserves the right to withdraw, cancel, suspend, and/or modify this Request for Proposals for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the Request for Proposals or otherwise.

6. Proposer's right to edit or cancel proposal

Proposer may edit, submit, resubmit and/or cancel or withdraw its proposal at any time before the proposal due date. For instructions go to the [Supplier Portal help page](#).

7. Proposals will not be returned

Upon submission, proposals will not be returned.

8. Public disclosure of proposal documents

Under Minnesota law, proposals are private or nonpublic until the proposals are opened on the proposal due date. Once the proposals are opened, the name of the Proposers becomes public. All other data in the proposal is private/non-public data until completion of the evaluation process. The evaluation process is completed when the County enters into a Work Order contract with a Proposer. At that time, all remaining data submitted by all Proposers is public with the exception of data classified as private/nonpublic trade secret data under Minn. Stat. § 13.37 of the Minnesota Government Data Practices Act.

Proposers must not submit trade secret material, as defined by Minn. Stat. § 13.37, as part of their proposal. The County does NOT consider cost or prices to be trade secret material, as defined by the statute. Proposers may present and discuss trade secret information during an interview or demonstration, if applicable.

The Proposer agrees, as a condition of submitting its proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage which may result from a breach of confidentiality related to the proposal. The Proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision. This indemnification survives the County's award of a Work Order contract. In submitting a proposal in response to this RFP, the Proposer agrees that this indemnification survives as long as the Proposal is in the County's possession. The County is required to keep all the basic documents related to its contracts, including RFP proposals, for a minimum of seven years.

9. Proposer's costs

The County shall not be responsible for any costs incurred by Proposer in connection with this Request for Proposals. Proposer shall bear all costs associated with proposal preparation, submission, and attendance at interviews, or any other activity associated with this Request for Proposals or otherwise.

10. Proposer's ideas

The County reserves the right to use any or all ideas, concepts, or other information provided in any proposals. Selection or rejection of the proposal does not affect this right.

11. Collusion

If the County determines that collusion has occurred among Proposers, none of the proposals of the participants involved in the collusion shall be considered. The County's determination shall be final.

12. Conflict of interest

The Proposer affirms that to the best of its knowledge the submission of its proposal, or any resulting Work Order contract, does not present an actual or perceived conflict of interest. The Proposer agrees that should any actual or perceived conflict of interest become known, it will immediately notify the County and will advise whether it will or will not avoid, mitigate, or neutralize the conflict of interest.

The County may make reasonable efforts to avoid, mitigate, or neutralize a conflict of interest by a Proposer. To avoid a conflict of interest by a Proposer, the County may utilize methods including disqualifying a Proposer from eligibility for a Work Order contract or cancelling the Work Order contract if the conflict is discovered after a Work Order contract has been signed. The County may, at its sole and absolute discretion, waive any conflict of interest.

13. Interviews/presentations

The County reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. The County may require the presence of a Proposer to make a presentation and/or answer specific questions regarding their proposal.

14. Proposal evaluation and selection

This Request for Proposals does not commit the County to award a Work Order contract. Submission of a proposal shall neither obligate nor entitle a Proposer to enter into a Work Order contract with the County. The County reserves the following rights, to be exercised in the County's sole and absolute discretion: 1) to determine whether any aspect of a proposal satisfactorily meets the criteria established in this RFP; 2) to seek clarification or additional information from any Proposer; 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Proposer or vendor; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to cancel or amend by addenda this Request for Proposals, in part or entirely; 7) to award multiple Work Order contracts to Proposers; and/or 8) award a Work Order contract to a vendor that did not submit a proposal.

Evaluation of proposals by a selection committee, evaluation panel, County staff, a technical advisory committee, or by another group, individual or entity is advisory only. The County Board or its designee may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the County Board or its designee, and as such, they are not binding upon the County, nor may they be relied upon in any way by a Proposer.

15. Evaluation of responsiveness and responsibility

The County will consider all the material submitted by the Proposer to determine whether the Proposer's offer is in compliance with the terms and conditions set forth in this RFP. Proposals that do not comply with the provisions in this RFP may be considered nonresponsive and may be rejected.

To determine whether a Proposer is responsible, the County will consider the Proposer's general qualifications to perform the requested services in a satisfactory manner; financial responsibility; integrity; skill; and ability.

Factors considered by the County may include, but are not limited to, Proposer's past performance on previous projects; the Proposer's technical capabilities; individual qualifications of Proposer's key personnel; and the Proposer's financial ability to perform on the Work Order contract. Proposals from Proposers considered non-responsible will be rejected.

16. Evaluation criteria

Proposals will be evaluated based on evaluation criteria identified in the Scope of Services. After review of each responsive proposal, the County may immediately award a Work Order contract to a successful Proposer based on the evaluation criteria, or it may establish a short list of Proposers for further consideration. The short list of Proposers may be asked to provide additional information. The short list of Proposers may also be asked to attend an in-person or telephone interview/presentation, as determined by the County in its sole discretion, or submit information about the inclusion of CERT-certified small businesses (SBEs) or emerging SBE (ESBE) firms within its project team through the County's diversity compliance software.

17. Execution of Work Order contract

Before a Work Order contract becomes effective between the County and any Proposer, a Work Order contract must be signed by both parties. If for any reason the County does not sign the Work Order contract, then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed Work Order contract.