

Rules Governing Competition for HCMC Requests for Proposals, Quotes, or Information

A. Instructions for Preparing and Submitting Proposals

1. Proposal Status: The issuance of this RFP constitutes only an invitation to submit proposals to HCMC. It should NOT be construed as an official and customary request for bids, but as a means for HCMC to acquire information on Proposer's services. Any proposal submitted constitutes a desire to negotiate only.
2. Economy of Preparation: Proposals should be prepared in a simple and concise manner that provides a straightforward delineation of the Proposer's abilities to satisfy the requirements of the RFP. Technical literature about the Proposer's experience and qualifications shall be included but the emphasis should be on completeness and clarity of content.
3. Format: Proposers must submit their proposals in the format and medium specified in that RFP.
4. Modification or Withdrawal of Proposal: Proposers may not modify, withdraw or cancel their proposals for a period between the RFP due date and the award or cancellation of the RFP.

Prior to the time and date proposals are due, Proposers may request that their proposal be modified, canceled or withdrawn by emailing the contact person specified in the RFP. Physical copies of proposals will not be returned. Written withdrawal or cancellations of proposals will nullify the Proposals.

5. Withdrawn or Canceled Proposals: Withdrawn or canceled Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that the resubmitted proposal is in conformance with this RFP.
6. Extension of Time: HCMC reserves the right to extend the proposal due date. If additional time is needed to prepare a proposal, Proposer may request an extension of time by emailing the contact person identified in the RFP no later than the date specified under RFP Timeline. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. HCMC reserves the right to extend the submission deadline at its discretion. In the event of an extension, ALL prospective Proposer(s) will be notified immediately and appropriate addenda will be issued.
7. Addenda: HCMC reserves the right to add, change or delete any provision or statement in the RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFP, addenda to the RFP will be published on HCMC's contracting website. It is the responsibility of each prospective Proposer to regularly review HCMC's contracting website for any addenda.

8. Right to Withdraw RFP: HCMC reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.
9. Cost Proposal: HCMC reserves the right to make an award without further discussion of the cost proposal submitted. Therefore, the cost proposal should contain the most favorable terms the Proposer can offer. However, this does not limit HCMC from negotiating with the selected Proposer.
10. Group Purchasing Organizations: HCMC is a member of VHA-Novation and any applicable discounts or special terms should be included in your proposal if you are a Novation Supplier.

B. Proposal Conditions

1. Public Record: Under Minnesota law, data submitted by a business to a government entity in response to a request for proposal are private and nonpublic until the responses are opened. Once the responses are opened, the name of the Proposer becomes public. All other data in a Proposer's response to a request for proposal are private or nonpublic until the evaluation process is complete and contract negotiations are finalized. After a government entity has completed the evaluation process, all remaining data submitted by all Proposers are public with the exception of trade secret data as defined and classified in Minn. Stat. Section 13.37. A statement by a Proposer that data submitted in their proposal is copyrighted or otherwise protected does not qualify as trade secret data.
2. Product and Service Method Variations: It is recognized that each Proposer may have unique or typical methods for providing services. Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award.
3. Ownership of Materials Submitted: All material submitted becomes the property of HCMC and will not be returned.
4. Proposers' Costs: HCMC shall not be responsible for any costs incurred by Proposers in connection with this RFP including proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.
5. Subcontracts: If the proposal represents offerings provided by different firms or organizations, the contract will be solely with the Proposer who will be required to assume responsibility for the total project. Any proposed subcontractors will be subject to HCMC's approval.

6. Performance Standards: If awarded the contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with generally accepted professional standards. The Proposer further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.
7. Licenses and Permits: The Proposer shall be required to obtain any necessary licenses and permits and shall comply with all Federal, State and local laws, codes and ordinances without cost to HCMC.
8. Insurance: The Proposer or anyone providing services herein shall be required to comply with insurance provisions contained in the contract.

C. Contract Award and Contract

1. Award Discretion: HCMC reserves the right not to award a contract to any Proposer. If a contract is awarded, HCMC will award it to the Proposer(s) HCMC determines best meets the needs of HCMC. HCMC also reserves the right to award a contract(s) to a non-Proposer(s) or to a Proposer that does not offer the lowest pricing. Additionally, HCMC is not legally bound in any manner whatsoever by the submission of a proposal.
2. Contract Negotiation: The attached Agreement in the RFP will be the basis of any contract between HCMC and the Proposer. The Proposer should raise all issues and objections with the contract's terms and conditions in their RFP response. Objections raised after the proposal was submitted will not be considered. HCMC reserves the right to negotiate the terms and conditions and any other specification or response it deems necessary.
3. RFP Response Binding: The RFP and all of its specifications, the Proposer's responses to the RFP, the Rules Governing Competition, and any and all addenda thereto and all material attached to and made a part of the RFP may all be attached and incorporated into the final agreement between HCMC and the successful Proposer(s). All representations made in the proposal will be binding upon the Proposer.
4. Submission of Contract Documents: Within thirty (30) calendar days after receipt of contract award and receipt of the contract forms, the successful Proposer(s) shall execute the completed contract and return a copy to HCMC. Such contract shall be prepared by HCMC and the contract shall consist of the Master Terms and Conditions specified in the Request for Proposal, the Rules Governing Competition, (, the terms of the Proposal as such terms are finally accepted by HCMC, as well as all other provisions which HCMC agrees may be included in the contract.

2. Changes: HCMC shall have the right at all times to require changes in, additions to, or deletions from the work contemplated by the contract documents, and the same shall in no way make void the contract. Changes and additions resulting in increased costs shall be made only pursuant to a written contract amendment issued by HCMC and bearing the acceptance endorsement of the Contractor. Deletions from the scope of work required may be made at the sole discretion of HCMC.
3. Failure to Execute Contract: HCMC reserves the right to award to another Proposer(s) if the successful Proposer fails to execute and return the contract within 30 (30) calendar days after receipt of said award notification. The re-award to another Proposer shall be in addition to any other right or remedy available to HCMC under this RFP, contract law, statute and/or in equity.
4. General Provisions: The General Provisions, which include the General Insurance Provisions for Contractor contracts, are included as Exhibit C and are herein incorporated by reference. If a Proposer has a concern or objection to any of these provisions, it must so indicate in its proposal. HCMC reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at HCMC's discretion.
5. Non-Waiver of Defaults: Any failure by HCMC to enforce or require the strict keeping and performance of any of the terms and conditions of the contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of HCMC to avail itself of such remedies as may be available for any breach of the contract terms and conditions.
6. Configuration Adjustment: HCMC reserves the right to select and exclude any products or services by the Proposer. As part of the evaluation process, HCMC may find it necessary to add or delete products or services from the Proposer's proposal to make equivalent comparisons. The Proposer will be consulted on any such adjustments whenever it is determined that the configuration adjustment may adversely have an impact on the products or services performance.
7. Pricing: HCMC will take steps to ensure that HCMC prices remain competitive during the term a contract is awarded. HCMC may require renegotiation of prices during the contract term, if it determines that pricing has become noncompetitive.

D. Contact Between Proposer and Hennepin County Medical Center

1. Contact: All contact with HCMC must be **SOLELY** with the Supply Chain Management contact specified on the request for proposal. If Proposer contacts any HCMC employee outside of Supply Chain Management, their Proposal may be disqualified. All contact shall be via email. **Telephone calls will not be accepted.**

2. Interpretation of Documents: If any potential Proposer doubts the true meaning of any part of the RFP or other proposed Contract Documents, the Proposer may email the contact person specified in the RFP and request an interpretation. Replies to inquiries will be published on HCMC's contracting website in the form of addenda to the RFP. Proposers shall rely only on the RFP and addenda in preparing and submitting a Proposal.
3. Errors: Should the Proposer believe that an error appears in the RFP documents, the Proposer shall notify HCMC at the email address noted above, in writing, no later than the date and time specified in the RFP's Timeline.