

## ATTACHMENT A: RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
  2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
  2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
  3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

- E. **Certification Regarding Lobbying.** [If the contract will exceed \$100,000 and use (or may potentially use) any amount of federal funds to pay for all or part of the work under the contract.] For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- F. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- G. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT B: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS**

The State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form.

The State reserves the right to reject, negotiate, or accept any exception listed to the State’s terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to State’s terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder’s exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. *(Add additional pages if necessary.)*

| <b>Clause and Page Number</b> | <b>Suggested Change to Clause</b> | <b>Explanation or Justification</b> |
|-------------------------------|-----------------------------------|-------------------------------------|
|                               |                                   |                                     |
|                               |                                   |                                     |
|                               |                                   |                                     |

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this solicitation (including the sample contract) except those clearly outlined as exceptions above.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT C: COST DETAIL

[Make sure to ask for cost details in a manner that permits appropriate comparison between Responders. Providing past usage from previous years, or anticipated usage under this contract, is helpful for responders to provide accurate costs. Agency should be aware of how it intends to score cost on an apples-to-apples basis.]

Responders must submit Attachment C “Cost Detail” form as their Cost Proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, indirect costs, equipment, supplies, and other charges.

Identify the level of the State’s participation in the contract and details of cost allowances for this participation. The State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Submit the Attachment C: Cost Detail as a separate document(s) from your technical response for all copies of the Proposal. Do not include any cost information in the Technical Proposal part of the response. The Proposal must be open for acceptance until a contract is executed, the Solicitation is cancelled, or 180 days after the due date and time of the Solicitation, whichever comes first.

### [SAMPLE COST PROPOSAL – DELIVERABLES-BASED APPROACH]

Responder must complete the chart below for each identified deliverable. The State reserves the right to negotiate additional tasks within the scope of this solicitation with the highest scoring responder.

| Task # | Deliverable or Project Phase Description | Total Cost for Completion of Deliverable or Project Phase |
|--------|--|---|
| 1      |  | \$  |
| 2      |  | \$  |
| 3      |  | \$  |
| 4      |  | \$  |
| 5      |  | \$  |
| 6      |  | \$  |
|        | <b>Totals</b>                            | <b>\$</b>   |

Provide a list of all personnel expected to perform work under this contract in the chart below. Include the hourly rate and job title for each individual. This information will be used in the contract negotiation phase of this solicitation.

| Name | Job Title | Maximum Hourly Rate |
|------|-----------|---------------------|
|      |           |                     |
|      |           |                     |
|      |           |                     |

**[SAMPLE COST PROPOSAL – TIME AND MATERIALS]**

[Provide a Cost Proposal worksheet that presents the staffing and other costs to complete the services and deliverables requested in the RFP for the contract period identified in Section 3 of this RFP.

The cost proposal must itemize all job titles that could reasonably be anticipated to participate in the services being offered by the responder to the State for this solicitation. For each job title, include a detailed description of what work falls under the parameters of the job title and provide the corresponding maximum hourly rate for that job title. Responders must fill in the table below.]

| Job Title | Detailed Description of Work | Maximum Hourly Rate | Other Costs |
|-----------|------------------------------|---------------------|-------------|
|           |                              | \$ _____            |             |
|           |                              |                     |             |
|           |                              |                     |             |
|           |                              |                     |             |
|           |                              |                     |             |
|           |                              |                     |             |
|           |                              |                     |             |
|           |                              |                     |             |
|           |                              |                     |             |
|           |                              |                     |             |

**TOTAL COST: \$ \_\_\_\_\_**

## ATTACHMENT D: RESPONDER FORM **Workforce and Equal Pay Declaration Page**

This form is **required for all businesses** executing government contracts under the following:

### 1. **Select one:**

- Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and if applicable \$1,000,000 ([Equal Pay Certificate](#))

### Select all that apply:

#### 2. **We are a Certificate holder:**

- Workforce Certificate under the name: \_\_\_\_\_
- Equal Pay Certificate under the name: \_\_\_\_\_

#### 3. **We are applying/have applied for the following certificate(s):**

- Workforce Certificate Application date (MM/DD/YYYY): \_\_\_\_\_
- Equal Pay Certificate Application date (MM/DD/YYYY): \_\_\_\_\_

#### 4. **We have not applied for one or both certificates:**

- Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

#### 5. **We are Exempt:**

- We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

### 6. **Business Information**

| Vendor/Supplier ID        | Business Name | Name of Contracting Agency |
|---------------------------|---------------|----------------------------|
|                           |               |                            |
|                           |               |                            |
| Authorized Signatory Name | Title         | Date                       |
|                           |               |                            |
|                           |               |                            |
| Signature                 | Email         | Phone                      |
|                           |               |                            |

For assistance with this form, email the Minnesota Department of Human Rights [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us)

