

# State of Minnesota

## DEPARTMENT OF MILITARY AFFAIRS



### REQUEST FOR PROPOSAL

Consultant Services for

Facility Condition Assessments (FCA)

for Department of Military Affairs Minnesota Facilities

(Project No. 22122)

Date Posted: May 2, 2022

- Responses must be received not later than 2:00 p.m., Central Time, May 24, 2022
- Late responses will not be considered

#### **Minnesota's Commitment to Diversity and Inclusion**

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to [the Office of Equity in Procurement home page, at www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).

**SPECIAL NOTICE:** This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

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- Attachment B: Exceptions to State's Terms and Conditions
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## Sample Contract

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## SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for  
Completing Your  
Response

Follow the steps below to complete your response to this Solicitation:

- Step 1: Read the solicitation documents and ask questions, if any
- Step 2: Write your response
- Step 3: Submit your response

Incomplete  
Submittals

A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

### STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask  
Questions

The contact person for questions is:

Mr. Bruce Jensen  
Department of Military Affairs  
E-mail [bruce.a.jensen.nfg@army.mil](mailto:bruce.a.jensen.nfg@army.mil)

Questions should be emailed to the contact by 4:30 p.m. May 13, 2022

Other personnel are NOT authorized to discuss this request for proposal with responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

When emailing questions, please include the subject line, "Project #22122 RFP question from (firm name)". Questions are due by 4:30 p.m. on May 13, 2022. Questions will be answered by addendum to the original RFP.

Questions and answers, and any addenda, will be posted at <http://minnesotanationalguard.ng.mil/requests-for-proposal>. All prospective Responders are responsible for information regarding this RFP posted to the web page, including any addenda to this RFP and to answers for submitted questions.

### STEP 2 – WRITE YOUR RESPONSE

The Proposal Content section is in Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

**Review, sign, and include the Responder Declarations with your response.**

STEP 3 –SUBMIT YOUR RESPONSE

Where to Send  
Your Response

All proposals must be emailed to:

[cody.m.samler.nfg@army.mil](mailto:cody.m.samler.nfg@army.mil)

All proposals must be received no later than 2:00 p.m., Central Time, May 24, 2022. Responders should be advised that there may be a delay in email delivery due to required automated security checks in all emails Military Affairs staff receive. Despite this delay, Responders must ensure that submissions are received by the designated email address detailed in this Solicitation by the due date and time specified herein.

Proposal shall be submitted in 8½" x 11", soft bound, portrait format. Maximum of 20 faces (excluding attachments). All pages must be numbered.

Attach separately a copy of the completed Attachment C, Cost Proposal with a file name "Cost Proposal" along with the firm's name. For purposes of completing the cost proposal, the State does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.

By submitting a response, responder is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer.

## SECTION 2 – SUMMARY OF SCOPE

### 1. Project Overview

The Department of Military requests proposals to provide Facility Condition Assessments (FCA) on MN Army National Guard buildings using the US Army Corps of Engineer (USACE) BUILDER SMS (Sustainment Management System) process. The US Department of Defense has directed that all buildings which are federally supported require a Facility Condition Assessment at least once every five years and re-assessed once every five years thereafter. This project (with the exclusion of newly constructed buildings) will involve the reassessment of facilities within the MN Army National Guard inventory.

Services include project management, on-site inspection and assessment, and applicable reporting using the USACE's BUILDER SMS (hereinafter BUILDER).

**BACKGROUND:** The intent of this Request For Proposal (RFP) is to provide guidance on the sustainment process of BUILDER. This sustainment phase will improve building inspection data and the facility management business processes. BUILDER was developed by U.S. Army Corps of Engineers - Engineer Research Development Center - Construction Engineering Research Laboratory (USACE-ERDC- CERL). BUILDER is a software application for building asset lifecycle management. BUILDER stores real property building information and more detailed system inventory is modeled and/or collected which identifies building components and their key life-cycle attributes such as the age, material and capacity. Inspections are then performed on the various components to determine engineering based objective and repeatable Condition Index (CI) measures which relate the general physical health of the asset. Functionality assessments can be performed to evaluate user requirement changes, compliance and obsolescence issues. This provides a comprehensive picture of the overall performance of building assets and their key components. With information about condition, functionality, and remaining service life, BUILDER guides the development of short and long-range work plans based on sound investment strategies, prioritization criteria, and budget constraints.

BUILDER consolidates a variety of building-related management issues into a single decision-support package. The system gives functional managers and decision-makers access to building inventory, current building condition indices, probability-based condition prediction models, and functionality-based mission, compliance, and obsolescence issues. It also employs knowledge based inspection scheduling process.

It is our intent to award the entire work to one contractor. Due to funding constraints, the initial contract will be executed for a one-year time frame to include the first Phase Scope of Work (Camp Ripley). Phases are anticipated to be in order but may be awarded partially or non-sequentially. All phases are anticipated to be awarded upon contract completion. An Amendment will be executed to incorporate the next Phase's Scope of Work. The end result is anticipated to be an original contract with four Amendments (not to exceed five years). The scope of work will include the following geographical locations broken down into Phases:

- Phase One: Camp Ripley
- Phase Two: North locations
- Phase Three: Central locations
- Phase Four: Metro locations
- Phase Five: South locations

Specific locations requiring FCAs are identified in the PDF MN Army National Guard 5 Year Assessment Plan, available on the following site: <http://minnesotanationalguard.ng.mil/requests-for-proposal>. For the Excel version, send an email request to [cody.m.samler.nfg@army.mil](mailto:cody.m.samler.nfg@army.mil) and a copy will be provided.

Upon original contract execution and subsequent Amendments, all FCAs within that Phase shall be completed within eight (8) months.

## 2. Tasks

Provide all personnel, equipment, supplies, facilities, transportation, tools, travel, materials, supervision and other items and non-personal services necessary to implement BUILDER.

Tasks and work provided include but is not limited to:

- 2.1 Conduct initial meeting to verify goals and objectives.
- 2.2 Confirm schedule for FCAs.
- 2.3 Review existing conditions and obtain existing documents and/or building drawings.
- 2.4 Conduct and provide assessment in accordance with the USACE BUILDER Assessment process as set forth in:
  - 2.4.1 BUILDER Assessment Manual located at:  
<http://www.sms.ercd.dren.mil/Products/BUILDER/Downloads>.
  - 2.4.2 MN Army National Guard 5 Year Assessment Plan, available on the following site:  
<http://minnesotanationalguard.ng.mil/requests-for-proposal>.
- 2.5 Facilitate and attend up to two (2) post contract execution conferences (kick-off meeting and completion meeting). Periodic in-progress review includes monthly teleconference call to discuss the upcoming site schedule, potential issues, data review discussion and any other issues. Provide meeting minutes from these meetings to the State's Authorized Representative within 3 days of the completion of each meeting and teleconference.
- 2.6 Present a draft Project Management Plan for review three days prior to the kick-off meeting. This plan includes, but is not limited to, the following: Calibration Plan (methodology for ensuring quality control of data collection, assessment and input; schedule for completion of assessments; schedule for deliverables/tasks in this RFP; quality control plan; and methodology for providing status reports.
- 2.7 Develop a work action plan to include, at a minimum, planned inspection schedule, assessment team organization chart, list and qualifications of field team members (experience/training), safety plan, inventory, inspection process, and facilities proposed for templates.
- 2.8 Populate/update the building system inventory of components into the latest version of BUILDER SMS for the designated buildings in accordance with the latest BUILDER Manual located on the CERL website at <http://www.sms.ercd.dren.mil/Products/Builder/Downloads>.
- 2.9 Perform baseline/updated on-site visual inspections of building components inventoried using BUILDER methodology. Inspector will utilize the Direct Rating Assessment method supplemented with specific Distresses observed and documented when the component-section is given any rating lower than Green minus (G-). The specific 23 BUILDER distresses and their associated definitions are found in the BUILDER SMS Condition Assessment Manual. In addition, all visible deficiencies shall include pictures to be recorded in the BUILDER database. A representative photograph of any assessment given less than G- will be attached to each specific assessment. The photograph will clearly capture the assessed distress with enough detail to represent the distress to the viewer. All photographs taken during the site assessment will be copied to a DVD and submitted as part of the contract Deliverables. The photographs will be named with sufficient detail to allow the viewer to understand the intent of the photo.
- 2.10 Input inventory and inspection data to Web Based version of BUILDER.

2.11 After the inventory and inspection data is uploaded to the BUILDER's Web Based version, perform data analysis to include preparation of a ten year unconstrained work plan, including "Scenarios" to project repair and replacement work requirements for up to ten years.

2.12 At the conclusion of each location assessment, data collection, and data upload/analysis, consolidate the information into a draft Location Report that is formatted and organized by location. A report will be completed for each of the 5 Regions in Minnesota (Camp Ripley, Metro, North, South, and Central). Location Reports shall meet the following section requirements and site specific aspects. At a minimum, each section shall contain a narrative of data evaluated, findings, and results. The Location Report shall be outlined as follows:

2.12.1 Section 1 – Executive Summary: Executive narrative summarizing means, methods, analysis and findings of the survey. Summarizes approach taken in order to conduct the assessment. Identifies building components assessed. Provides a summary of reporting conditions, findings as a result of the assessment, and recommendations.

2.12.2 Section 2 – Facility Summary Report: Numeric and graphical roll-up of BUILDER FCA data that provides a clear summation or holistic picture of FCA results for all assessed assets, grouped by each roll-up level. Individual Building Reports that provide detailed facility data concerning site characteristics and specifics pertaining to each facility system condition and recommendations.

2.12.3 Section 3 – Facility System Condition Summary Report. Numeric and graphical roll-up of BUILDER FCA data that provides a clear summation or holistic picture of facility systems within each facility. Each assessed system shall also be augmented with a written narrative that, at a minimum, shall include general information and status. Each assessed item coded 'Red' shall be represented with a photograph in this report.

2.12.4 Section 4 – Worst First: Sorting of all facilities using the PI score in order of worst to best conditions.

2.12.5 Section 5 – Detailed Work Action Report: Complete listing of all related work actions as recommended within BUILDER. This list shall be sorted by priority (BUILDER will determine priority).

M. Prepare three (3) copies of final report and digital (pdf) copies of all FCAs.

2.13 Optional/Desired Tasks:

2.13.1 Option #1: Provide up to 3 days of training per phase on site for MN Army National Guard personnel. Training includes but is not limited to, BUILDER database management, field collection process according to the Army BUILDERTM SMS Inventory and Assessment Guide, digital field collection tools, and post data collection analysis. Selected firm will also provide annual digital field data collection equipment, materials, and software application compatible with BUILDER SMS.

2.13.2 Option #2: Provide BUILDER data analysis using business intelligence software to provide ARNG with insight into the BUILDER data and other infrastructure related information provided from ARNG. Software such as Microsoft's Power BI can handle large data sets and provide various options to visualize the data and integrate with related real property datasets to support an integrated approach to developing a capital investment strategy over various planning horizons.

2.14 Upon completion, provide:

- a. Final Report
- b. Prepare three (3) copies of Final Report and digital (pdf) copies of FCA
- c. Final completion memorandum validating all data has been entered into BUILDER

The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later, and will be completed within one (1) year with the option to extend four (4) additional one-year periods.

The State reserves the right to add or delete specific buildings from this list in the event of building additions, demolitions, or major completed renovation projects. In the event of funding limitations, the State reserves the right to reduce the scope of work.

Awarded contractor must comply with security requirements at all locations, as outlined in the Notice to Proceed/Kick-Off meeting.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

This request for proposal does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest.

### **3. Skills**

All personnel provided by Contractor shall be fully qualified and authorized under State or local law to perform the services required by the contract.

All assessors must be trained through USACE in the BUILDER SMS roles required to complete the requirements of this RFP. Proof of successful training must be provided upon request.



## SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

### 1. Anticipated Contract Term.

The term of this contract is anticipated to be from May 2022 to May 2023, with the option to extend up to an additional Four (4) years in increments determined by the State.

### 2. Question and Answer Instructions.

Prospective responders who have any questions regarding this solicitation may contact:

Mr. Bruce Jensen  
Department of Military Affairs  
Facilities Management Office, Camp Ripley  
15000 Highway 115  
Little Falls, MN 56345-4173  
E-mail: bruce.a.jensen.nfg@army.mil

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after the question due date and time.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

### 3. Additional Tasks or Activities.

Responders are encouraged to propose additional tasks, activities, or goods above and beyond the scope of what is requested in this solicitation if they will substantially improve the results of this procurement. Any costs associated with these additional tasks, activities, or goods should be clearly marked and separated from costs associated with the tasks, activities, or goods specifically requested under this solicitation. Because cost is a factor in the evaluation of responses to this solicitation, failure to separate costs for additional tasks, activities, or goods may result in those costs being included in a responder's cost proposal and result in a lower cost score for that proposal.

## SECTION 4 – PROPOSAL CONTENT

Proposal shall be submitted in 8½” x 11”, soft bound, portrait format. Maximum of 20 faces (excluding attachments). All pages must be numbered.

Responders must submit the following information:

1. A description of your approach and methodology for this project. A detailed work plan that identifies the major tasks to be accomplished and used as a scheduling and managing tool.
2. An outline of the responder's background and experience with examples of similar work done by the responder and a list of personnel who will conduct the project, detailing their training, and work experience. All personnel provided by Contractor must be fully qualified and authorized under State or local law to perform the services required by the contract. Assessors must be trained through USACE in the BUILDER SMS roles required to complete the requirements of this RFP. Proposals must include a list of personnel who will conduct the project along with their corresponding BUILDER SMS username and their approved BUILDER Permission Roles
3. **Submit all requested documentation, including, but not limited to, the following documents:**
  1. Attachment A: Responder Declarations
  2. Attachment B: Exceptions to State's Standard Terms and Conditions
  3. Attachment C: Cost Proposal
  4. Attachment D: Responder Forms
    - a. Veterans Preference Form (If Applicable)
    - b. Workforce Certification
    - c. Equal Pay Certificate Form

**DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).**

## SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

- Phase 1 - Review responses for responsiveness and pass/fail requirements
- Phase 2 - Evaluate responses
- Phase 3 - Select finalist(s)

### 1. Phase 1 – Responsiveness and Pass/Fail Requirements

The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Proposals must be received on or before the due date and time specified in this solicitation.
- Assessors must be trained through USACE in the BUILDER SMS roles required to complete the requirements of this RFP. Proposals must include a list of personnel who will conduct the project along with their corresponding BUILDER SMS username and their approved BUILDER Permission Roles.

### 2. Phase 2 - Evaluate Responses

Only those responses found to have met Phase 1 criteria will be considered in Phase 2.

The factors and weighting on which responses will be evaluated are:

- |                                      |  |
|--------------------------------------|--|
| 1. Work Plan for Deliverables        | 100 points                                 |
| 2. Similar Project Experience        | 500 points                                 |
| 3. Cost Detail                       | <u>400 points</u>                          |
|                                      | 1000 points                                |
| 4. Preference Points (if applicable) | 60 points (in addition to 1,000 available) |

Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded.

### 3. Phase 3 - Select Finalist(s)

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on best value, as determined by this evaluation process. The State reserves the right to pursue negotiations on any exception taken to the State's standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed as soon as possible.

## SECTION 6 – SOLICITATION TERMS

### 1. **Competition in Responding**

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

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.

### 2. **Addenda to the Solicitation**

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

### 3. **Data Security - Foreign Outsourcing of Work is Prohibited**

All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

### 4. **Joint Ventures**

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

### 5. **Withdrawing Response**

A responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State's detrimental reliance on the response.

### 6. **Rights Reserved**

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information ; and
- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

## **7. Samples and Demonstrations**

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

## **8. Responses are Nonpublic during Evaluation Process**

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

## **9. Trade Secret Information**

9.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

9.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.

9.3 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.

9.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

## **10. Conditions of Offer**

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

## **11. Award**

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

## **12. Requirements Prior to Contract Execution**

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

## **13. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit [the Office of Equity in Procurement website at https://mn.gov/admin/business/vendor-info/oep/](https://mn.gov/admin/business/vendor-info/oep/) or call the Division's Helpline at 651.296.2600.

## 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.** 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.)*

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

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**

RESPONDER/FIRM NAME: \_\_\_\_\_

PHASE/LOCATION	SQUARE FEET	UNIT COST/SQUARE FOOT	TOTAL COST	OPTIONAL TASK #1	OPTIONAL TASK #2	
Phase One, Camp Ripley	2,829,569	\$	\$	\$	\$	
Phase Two, North	344,819	\$	\$	\$	\$	
Phase Three, Central	564,574	\$	\$	\$	\$	
Phase Four, Metro	1,197,280	\$	\$	\$	\$	
Phase Five, South	457,145	\$	\$	\$	\$	<b>GRAND TOTAL</b>
TOTAL	5,393,387	TOTAL	\$	\$	\$	

Reimbursable expenses such as, but not limited to, travel and subsistence, computer time, postage, telephone charges (both local and long distance) to be performed in connection with the project **must be included in the cost per square foot.**

Price will be a factor in evaluation of proposals.

**ATTACHMENT D: RESPONDER FORMS**

**STATE OF MINNESOTA  
VETERAN-OWNED PREFERENCE FORM**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the State will award a 6% preference on State procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

- 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

**or**

- 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

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Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

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**Claim the Preference**

**By signing below, I confirm that:**

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

**or**

- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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**Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.**

# STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Information required for ALL bids or proposals that could exceed \$100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of \$100,000 under Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed 40 or more full-time employees in this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).
- Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of \$100,000 can be executed with the State of Minnesota or other covered entities.

**BOX B – EXEMPT COMPANIES** that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

- We attest to MDHR that we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

## Signature

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

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Name of Company

Authorized Signature

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Date

Printed Name

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Phone Number

Title

## For assistance with this form, contact:

Minnesota Department of Human Rights

Web: <http://mn.gov/mdhr/>

Toll Free: 1-800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

MN Relay: 711/ 1-800-627-3529

**STATE OF MINNESOTA  
EQUAL PAY CERTIFICATE**

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**Option A** – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

**Option B** – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

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Authorized Signature	Printed Name	Title
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Organization	MN/FED Tax ID#	Date
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Issuing Entity	Project # or Lease Address
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