

# State of Minnesota

## Department of Agriculture



### REQUEST FOR PROPOSAL

Testing Services for Minnesota Department of Agriculture

Pesticide License and Certification Unit

Pesticide Testing Centers

Date Posted: June 5, 2023 – June 29, 2023

- Responses must be received not later than 3:00 pm, Central Time, Thursday, June 29, 2023
- 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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## 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 designated contact person for questions is:

Robyn Frederick, Recertification Project Manager  
PFMD: Licensing and Certification Unit  
[robyn.frederick@state.mn.us](mailto:robyn.frederick@state.mn.us)

Questions should be emailed to the contact by 12:00 pm (noon), Central Time, Wednesday, June 21, 2023. Email should include the **subject line: PESTICIDE TESTING RFP**

The State is not obligated to answer questions submitted after the question due date and time.

All questions must be in email format, no phone calls allowed. Other personnel are not authorized to answer questions regarding this Solicitation.

Questions and Answers will be posted

<https://www.mda.state.mn.us/pesticideapplicator/examcontacts>

### 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

Submit your response to the contact listed:  
Robyn Frederick, Recertification Project Manager  
PFMD: Licensing and Certification Unit  
[robyn.frederick@state.mn.us](mailto:robyn.frederick@state.mn.us)

**The State is not responsible for proposals that do not arrive on time regardless of the cause.**

**Proposals must be received no later than 3:00 pm, Central Time, Thursday, June 29, 2023.**

**Late responses will not be considered.**

Only emailed Responses will be accepted. You must provide an electronic copy of the cost detail in a separate file using this format: "Company Name" Attachment C: Cost Detail as the title.

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. Procurement Overview and Goals.

The Minnesota Department of Agriculture (MDA) is the authority regulating pesticide use in Minnesota. MDA offers pesticide applicator certification in various categories based on treatment location. All applicators are required to receive certification in Category A (Core) and at least one other category, by receiving a passing score for the applicable exams to be issued a pesticide license. The Licensing and Certification Unit at MDA oversees the administration of exams throughout the state of Minnesota administered by MDA staff along with testing partners at county facilities. MDA staff administer over 5,500 computer-based pesticide examinations per year to candidates who are seeking a pesticide licensure in the state of Minnesota. Our county partners administer over 1,500 examinations per year.

Through the administration of testing, recertification workshops, and reciprocity agreements the Licensing and Certification Unit at MDA approves pesticide licensure for approximately 14,000 applicators per year.

This Request for Proposal is seeking a testing service to provide examination, administration and scoring functions utilizing a computer-based infrastructure. MDA seeks a Contractor with **verifiable experience** and technical expertise to conduct computer-based testing and if necessary, administer paper exams.

MDA requires a minimum of three testing centers in the Minneapolis – St. Paul Metro area (Hennepin, Ramsey, Carver, Washington, Anoka, Dakota, and Scott Counties). Along with two additional sites; one testing center in Stearns County and another in southern Minnesota. With the expectation that additional testing centers will be added in the future.

### 2. Sample Tasks and Deliverables.

- Complete examinee verification, visual verification of payment confirmation and collecting a government issued ID, to be returned after examination.
  - Collect prohibited materials prior to administering the exam. These items include electronic devices, reference materials and large personal belonging such as bags.
  - Provide a proctor for examination sessions.
  - The proctor will be capable of providing onsite technical assistance to candidates.
  - Provide examinee test results on paper at the end of the testing session.
  - Ensure the security of examination content.
  - Provide exam results to MDA daily.
  - Respond to MDA's questions and concerns within 24 hours.
  - Respond to examinee questions and concerns within 24 hours.
- **Deliver the Pesticide Applicator licensing examinations, retain and deliver records:**
    1. Deliver MDA pesticide examinations to MDA approved candidates including those protected by the federal Americans with Disabilities Act (ADA).
      - a. All requests for ADA accommodations must be submitted to the MDA for review and approval prior to scheduling the candidate's examination date.
    2. Operate, staff, and maintain assessment/examination centers strategically located throughout Minnesota.
      - a. All assessment/examination centers must meet or exceed ADA requirements.
    3. Administer, at a minimum, examinations at each of its assessment/examination centers during standard business hours, Monday through Friday, excluding federal and state holidays.
      - a. No approved candidate will wait longer than 7 calendar days from his/her request to schedule an exam to be scheduled.
    4. Provide, upon request from candidates, scheduling services and general examination information to candidates via online system, telephone and in person.

5. Create an applicant examination registration system requiring candidates to submit the applicable fee to the contractor prior to administration of the examination.
6. Utilize current and evolving “best practice” operational security measures to guarantee positive identification of examination candidates and security of examination materials.
7. Report each candidate’s examination results to MDA electronically on the same business day of examination completion.
  - a. Individual candidate examination reports will include name; as it appears on a government issued ID, examination date, and examination results, employer, and license number.
8. Access to Testing Data – MDA desires detailed reports and wants the ability to view these on demand through an administrative control panel.
9. Provide MDA with a quarterly summary report identifying: 1) the pass/fail statistics, exam results including candidate information; and 2) additional reports, as requested by the MDA, corresponding to specific testing results and examinations administered.
10. Provide MDA with an ad-hoc reporting tool that will allow MDA staff to create customized reports using multiple variables and filters that are sortable based upon user parameters.
11. Test Management – MDA shall have the ability to view and edit exam content.
12. Ensure the security of data gathered as part of candidate registrations and examinations.
  - a. Data security must be maintained in accordance with applicable federal and state laws.
13. Deploy dependable systems for backup and data recovery in accordance with MDA data practices for pesticide licensing.
14. Offer guidance to pesticide examinees on Minnesota Department of Agriculture Pesticide licensing processes and requirements as related to testing eligibly.
15. Respond to MDA questions and concerns within 24 hours.

## SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

### 1. Anticipated Contract Term.

The term of this contract is anticipated to be from September 2023 to December 2025 with the option to extend up to a total of five years.

### 2. Question and Answer Instructions.

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

Please submit the following information:

- 1) Work Plan, Deliverables and Project Management. Responder should provide a description of the deliverables to be provided by the Responder along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. This document should NOT list cost detail. If cost detail is included in this document, the State may disqualify the proposal as non-responsive. Responder should provide a statement of the objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the contract.
  - A. Provide a detailed work plan for scheduling, administering exams, and delivering data to the MDA. Include in the work plan specifics regarding the extent to which your company will require input from MDA.
    - Access to testing data is an essential deliverable; responder should describe the proposed delivery method of providing testing data to MDA. In addition to data delivery MDA should have ability to view testing data on demand through an administrative control panel.
  - B. Describe your company's content quality control. Explain the measures your company uses to maintain content accuracy and quality control. Describe your company's systems for proctoring examinations and delivering examination results and related data to the agency.
  - C. Describe your company's systems, methods, and standards for data backup and disaster recovery, and data security and integrity including a secure electronic/paper file of examination data, examination

results, license application information, demographics and any other data related to exams maintained by your company. Describe security measures to ensure your assessment/examination center proctors accurately identify each candidate, ensure that the identified candidate is eligible to take the examination, ensure the identified candidate is the person who takes the examination, and ensure that the person who successfully completes an examination is the person identified on the score report.

- D. Describe your company's procedures on exam security and steps your company will take in case of exam breach.
- E. Describe how your company will allow candidates to schedule examinations. Online and telephone scheduling are minimum requirements.
- F. MDA requires a minimum of three testing centers in the Minneapolis – St. Paul Metro area (Hennepin, Ramsey, Carver, Washington, Anoka, Dakota, and Scott Counties). Along with two additional sites; one testing center in Stearns County and another in southern Minnesota. With the expectation that additional testing centers will be added in the future.
  - Physical configuration of the centers including specifications of the monitoring stations, the number of examination stations, distance between stations, and the ratio of proctors to examination stations. Describe the location of restroom facilities and their proximity to the actual assessment/examination center, the time frames allowed for restroom breaks, and the procedures that will be used to maintain security during restroom breaks.
  - Describe the validation process to administer exam to MDA approved candidates.
  - Describe the candidate check in process. Also, describe steps to prevent cheating.
  - Assessment/examination center accessibility and compliance with applicable accessibility standards and requirements including the Americans with Disabilities Act.
  - Security systems that are or will be installed and used at each assessment/examination center. Surveillance camera video and images must be retained by the vendor and copies provided to MDA upon request.
  - Customer comfort and safety. Assessment/examination centers must include secure lockers (or other secured area) in which candidates can store coats, personal belongings, and prohibited items while taking the examination. Describe procedures on how candidates will not have access to prohibited items during their exam.
- G. Describe in detail the customer services standards your company provides, including but not limited to candidate information brochures, web-based information, and registration services.
- H. Describe the systems for backup, data recovery, data destruction schedule.
- I. Indicate how long your company currently stores exam data.
- J. Specify whether your company intends to use a sub-contractor or third-party provider for any services pursuant to the contract. If so, please describe the services a subcontractor or third-party provider will provide.

2) Qualifications and Experience. Responder should provide an outline of 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. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided. Include the following:

- A. Describe the process for training and certifying proctors.
- B. Describe your company's experience and ability to provide successful examination to candidates with access to web-based systems used by states for licensing programs.
- C. Describe your company's experience with pesticide licensure programs and how your staff could



support MDA when interacting with examinees seeking licensure.

- 3) References. Responder should complete and submit “Attachment E: Reference Form” with their response. Responder should submit a minimum of 2, and no more than 4 reference forms with each reference’s company name and contact information with their response. Once Responder’s response is received, the Solicitation Administrator will send the same form to Responder’s reference(s) for each reference to fill out and return to the Solicitation Administrator.

The State reserves the right to verify the information submitted on Attachment E before an award is made. The State reserves the right to contact the references listed in Attachment E. The solicitation response will be rejected if the State, in its sole discretion, receives information that indicates the responder is non-responsible or non-responsive.

- 4) Accessibility of Services or Products. The responder should complete, in an accessible format, the Section 508 and Web Content Accessibility Guidelines (WCAG) sections in a Voluntary Product Accessibility Template (VPAT®) for all software, hardware, and websites (as applicable) as proposed in response to the solicitation. Vendors can use the VPAT form from the [ITIC VPAT site](#). (Under “Resources,” select the “508” option, as it contains both 508 and WCAG forms.) For systems with multiple interfaces (such as an admin and user interface), complete a VPAT for each interface. These documents will be scored according to the solicitation evaluation.

Responders are encouraged to reference the “[Vendor VPAT Guidance](#)” in the “Products” tab on the [Accessible IT Procurement page](#) (<https://mn.gov/mnit/about-mnit/accessibility/it-procurement.jsp>) for information and instructions on completing the VPATs. Respondents should also review the related guidance documents on the same site for solicitation reviewers to understand expectations. The responder is strongly encouraged to provide remarks and explanation that both support compliance and detail any deficiencies, as even if you claim “supports” unless there are remarks and explanations, you may score low.

- 5) Cost Detail. Provide the fee schedule that your company will use to provide assessments for pesticide exams; outline the cost to the examinees, as attachment C.
- 6) Sample Transaction Documents Prior to award, a potential successful Responder must submit samples of any transaction documents proposed for use under the resulting contract. The State will review the transaction documents to ensure they contain sufficient detail and to review additional terms and conditions contained therein, if any. The State reserves the right to request additional detail in the transaction documents or to reject additional terms and conditions within transaction documents. Once approved by the State, Contractor may not materially change transaction documents unless a change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Any terms and conditions included in transaction documents but not approved by the State are voidable by the State. Any terms and conditions that are in conflict with Minnesota law or in conflict with the terms of the State Contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive the State’s right to void any non-approved term or condition.
- 7) License Agreements, Maintenance Agreements, or Other Terms and Conditions.

Responder must provide any license agreements, maintenance agreements, or any other terms and conditions relevant to the work under a resulting contract. Review and approval by the State will be required prior to contract

execution. In the event Responder fails to comply with this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against the State. Further, failure to provide any of the pertinent documents upon request may result in the State not agreeing to sign any additional documents, rejecting your response, or cancelling the award.

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
  - b. Workforce Certification
5. Equal Pay Certificate Form
6. Attachment E: Reference 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:

- Responses must be received by the due date and time specified in this RFP.
- Responses must include a minimum of three testing centers in Minneapolis – St. Paul Metro Area (Hennepin, Ramsey, Carver, Washington, Anoka, Dakota, and Scott Counties). Along with two additional sites; one testing center in Stearns County and another in southern Minnesota.
- Responses must include an Attachment C outlining fees examinees will be required to pay for testing services.

### 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, Deliverables, and Project Management	500 points
2. Qualifications and Experience	200 points
3. References	100 points
4. Accessibility of Services or Product	100 points
5. Cost Detail	<u>100 points</u>
Total points	1000 points
6. Preference Points	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 by Wednesday, July 17, 2023.

## SECTION 6 – SOLICITATION TERMS

### 2. 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.

### 3. 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.

### 4. 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.

### 5. 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).

### 6. 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.

### 7. 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.

## 8. **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.

## 9. **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.

## 10. **Trade Secret Information**

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

**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.**

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

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

## 11. **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.

## 12. **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.

## 13. **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.

## 14. **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.

**15. Reciprocity**

State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.

## 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.**
  - 2. 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
  - 3. 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**

Responders understand and agree that this is a no-cost contract with the state, Minnesota Department of Agriculture. All fees for service are collected by the Contractor from those seeking testing services.

Responders must submit this Attachment C "Cost Detail" form as their Cost Proposal. Provide the rate Responder intends to charge for each exam. The rate identified in the Cost Proposal must include all costs that pesticide applicators will be expected to pay for testing services; list the fixed rate.

**Rate per Exam: \$ \_\_\_\_\_**

Submit the Attachment C: Cost Proposal 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.

**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.**

## Workforce and Equal Pay Declaration Page

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

### 16. 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:

#### 17. We are a Certificate holder:

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

#### 18. 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): \_\_\_\_\_

#### 19. 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.

#### 20. 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.

### 21. Business Information

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Vendor/Supplier ID	Business Name	Name of Contracting Agency
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Authorized Signatory Name	Title	Date
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Signature	Email	Phone
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For assistance with this form, email the Minnesota Department of Human Rights [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us)

**ATTACHMENT E: REFERENCE FORM**

Responder/Company Name:  
Contact Name:  
Address:  
Email:  
Phone Number:

1. Description of project(s):

2. Dates of Engagement:

5. What went well with the project(s)?

6. What could have gone better with the project(s)?