

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. **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.
- F. **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

1. Cost Proposal. Responders should review the Cost Proposal document for additional pricing terms related to the Cost Proposal attached to the Sample Contract as Exhibit D.

Responders must download and use the Exhibit D, Supplement Two attached to this Solicitation. Exhibit D, Supplement Two must be completed by the Responder and uploaded with the response. If pricing is not returned with your solicitation response, your response will be rejected. Failure to use Exhibit D, Supplement Two may be cause for rejection. Responders are strongly encouraged to provide a price for all line items. The State reserves the right to reject responses that do not supply sufficient line items. The State reserves the right to reject any solicitation line item or the entire response if price alterations are not clear and properly authenticated.

2. Alterations or Erasures. The State will reject a response containing an alteration or erasure of any price used to determine the lowest responsible responder unless the alteration or erasure is done in a manner that is clear and authenticated by an authorized representative of the Responder. An acceptable way to make an alteration or erasure is to cross out the price, print the correction in ink adjacent to it, and have an authorized representative of the Responder initial and date that correction.

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).

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

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: _____

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

**STATE OF MINNESOTA
WORKFORCE CERTIFICATE INFORMATION FORM**

Required by State law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA 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).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest 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.

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

Name of Company: _____ Date _____
Authorized Signature: _____ Telephone number: _____
Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/> TC Metro: 651-539-1095 Toll-Free: 800-657-3704

Email: compliance.MDHR@state.mn.us TTY: 651-296-1283

**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.

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.

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.

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

ATTACHMENT E: MANDATORY SPECIFICATIONS

Contractor's system must meet all the requirements listed herein.

1. Television Service.
 - 1.1. Contractor shall provide subscription, television channels, or State approved equal, without continued interruption.
 - 1.2. Contractor shall neither offer nor deliver any free or promotional programming.
2. Channel Selection.
 - 2.1. Available channel selections will be listed in Exhibit E: Channels, of any final contract.
 - 2.2. Contractor must give seven (7) days' notice to DHS-Forensics before any changes are made in the channel lineup.
 - 2.3. The State reserves the right to work with the Contractor to block and/or filter certain channels based on content which may be deemed inappropriate for the end users. The blocking of certain channels shall not cause degradation of other channel selections.
 - 2.4. Additional channels may be added upon request by the State through a duly executed amendment to the contract.
3. Active Drops.
 - 3.1. The initial contract shall be for 422 drops per month, unless otherwise negotiated by the parties.
4. Equipment Installation.
 - 4.1. Contractor must utilize the existing cable and equipment currently installed at the facility.
 - 4.2. Contractor must identify any additional equipment required to provide the television services offered by Contractor in Attachment F: Narrative Response, below.
 - 4.3. All equipment required to provide the television services offered by Contractor must be installed by the Contractor, or approved subcontractor.
 - 4.4. Contractor must include the cost to hook up the television services to the existing State-owned equipment as part of their installation cost.
 - 4.5. Responders must provide installation timelines, in Attachment F: Narrative Response, below.
 - 4.5.1. If Contractor becomes aware that they are unable to comply with their proposed timeline, the State must be notified within seven (7) days and the State must be provided with a new proposed timeline.
 - 4.6. Contractor must install any additional equipment which may enhance the television services offered by Contractor and such additional equipment is elected to be installed, by the State, under this contract.
 - 4.7. All additional equipment paid for by the State and installed under this contract will become property of the State upon its completion and installation.
5. Warranty.
 - 5.1. All installed equipment must include a one (1) year warranty.
6. Maintenance.
 - 6.1. Contractor shall provide maintenance services on any State-owned equipment and any Contractor owned equipment, as detailed below, unless otherwise negotiated with the State:
 - 6.1.1. Equipment shall be checked for proper operation twice a year, each occasion at least five (5) months from the last occasion.
 - 6.1.2. Provide on-site support service during regular business hours of 8:00AM to 5:00PM, Monday through Friday.
 - 6.1.3. Provide replacement parts necessary to keep the system in reasonable working condition.
 - 6.1.3.1. Additional charges for new equipment may be accepted by the State through a duly executed amendment to the contract.

ATTACHMENT F: NARRATIVE RESPONSE

You must use this form when responding to this solicitation. A Word version of this document is attached to the solicitation for your convenience. You may provide supplemental information with your response, but failure to use this form to respond may result in the State rejecting your response. You may add lines, pages, or additional information to this attachment as necessary. Narrative responses provided here will be used to negotiate additional provisions pertaining to the services and scope of work of any awarded, final contract with the State.

Do not include any information about pricing on this form. Please use Exhibit D, Supplement Two: Price Schedule, attached to the sample contract, for all price information.

Mandatory Specifications.

1. A detailed list of the State's mandatory specifications is listed above in Attachment E: Mandatory Specifications. All requirements must be met. Do you meet or exceed all of the State's mandatory specifications for this Contract as shown in Attachment E: Mandatory Specifications? If so, check 'Yes.' If not, check 'No.' You may check only one (1) box. Not checking any boxes, or checking both boxes, will be scored as if you had responded 'No.'

YES

NO

Active Drops.

2. How do you verify the number of active drops for which the State is billed for?

Response:

3. What is your process for increasing or decreasing the number of active drops for which the State is billed for?

Response:

4. How frequently will you allow the number of active drops to be increased or decreased on an annual basis?

Response:

Equipment.

The State owns the cabling currently installed throughout the campus of DHS-Forensic Services. The following list of equipment is currently installed.

- MSH Building:
 - One- C-COR FEEDER LINE EQUALIZER 15 AMP FEQR-862
 - One- Gain Maker Amplifier
 - Two- TFC8 Transceiver
 - One- Drake DA7543 Distribution Amplifier
 - One- SXRS-8 8-way splitter
 - Twenty-four- DGS-8 8-way indoor splitters
 - Four- Blonder Tongue ACA-30-86R, 5780 two-way Apartment Complex Amplifiers with Passive Return Path
 - One- SRT-8A 8 Output-Directional Tap
 - One- Channel Vision CVT-351A
 - One-9-TFC 4/17A Line Splitter
 - Two- 21 PBT wire harness
 - Two -18C control cable

- Two - 15C cable
- Two - 11C multi-conductor cable
- Summit Building:
 - Two- Blonder Tongue ACA-30-86R, 5780 two-way Apartment Complex Amplifiers with Passive Return Path
 - One- DGS-8 8-way indoor splitter
 - One- SCVS-8 8-way splitter
- Forest View Building:
 - One- Blonder Tongue ACA-30-86R, 5780 two-way Apartment Complex Amplifiers with Passive Return Path
 - One- DGS-8 8-way indoor splitter
- Prairie View Building:
 - One- Blonder Tongue ACA-30-86R, 5780 two-way Apartment Complex Amplifiers with Passive Return Path
 - Nine-DGS-8 8-way indoor splitter
- FNH Building:
 - One-Gain Maker Amplifier
 - One-9204-L-PBT Line Tap
 - One-CMC3004V 4-way splitter

5. Please Identify and list any other equipment, cabling, and infrastructure that is required for the TV service that you are offering.

Note: any additional equipment, cabling, and infrastructure installed and paid for by the State will become the property of the State after successful installation.

Response:

5.1. Of the equipment that you listed for question 5, is any of it available to be leased rather than purchased outright? If so, please list the equipment that can be leased. If not, or if you did not list any equipment under question 5, please state “not applicable” below.

Please do not include any pricing information. Please use Exhibit D, Supplement Two: Price Schedule, attached to the sample contract, for all price information.

Response:

5.2. If you listed equipment for question 4, please provide an approximate installation timeline to install all equipment listed.

Response:

6. Please Identify and list any other equipment, cabling, and infrastructure that would be beneficial for the TV service that you are offering.

Note: any additional equipment, cabling and infrastructure added and paid for by the State will become the property of the State after successful installation.

Response:

6.1 Of the equipment that you listed for question 6, is any of it available to be leased rather than purchased outright? If so, please list the equipment that can be leased. If not, or if you did not list any equipment under question 6, please state “not applicable” below. Please do not include any pricing information. Please use Exhibit D, Supplement Two: Price Schedule, attached to the sample contract, for all price information.

Response:

6.2 If you listed equipment for question 6, please provide an approximate installation timeline to install all equipment listed.

Response:

Operation and Outages.

7. The State desires that the service you are proposing has been functional and operating for over 95% of the time in the past 5 years. Please state whether or not the service you are proposing is compliant with this. The State may ask for documentation to prove this.

Response:

8. Please state whether or not you send out notifications about planned outages for the service you are proposing.

Response:

8.1. If you do send out notifications, please state how far in advance these notifications are sent prior to the planned outage. If you do not send out notifications, please state "not applicable" below.

Response:

9. Please state whether or not you send out notifications about unplanned outages for the service you are proposing.

Response:

9.1. If you do send out notifications, please state how quickly these notifications are able to be generated and sent after you are aware of the outages. If you do not send out notifications, please state "not applicable" below.

Response:

Customer Service and Maintenance.

10. Will you provide a dedicated customer service representative which the State may contact for technical support?

Response:

11. Please describe your customer support process when technical support is required.

Response:

12. Please describe the maintenance you offer.

Response:

ATTACHMENT G: DESIRED CHANNELS

The following channels are what DHS-Forensic Services desires to have, at a minimum. Responders are required to indicate, by checking “yes” or “no” in the respective columns provided, if their proposal includes the channels listed. Responders may propose an alternative channel (“approved equal”) in the space provided. If alternative channels are proposed, Responder must submit their substituted channels to the solicitation contact person, Kaleigh Stevens at Kaleigh.Stevens@state.mn.us, by the Question and Answer period cutoff date. See Section 1, “How to Ask Questions” of the RFP. All alternative channels will be approved or denied as an equal in an addendum posted in the event. The State reserves the right to make the final determination on what constitutes an approved equal. Failure to indicate compliance for each channel listed or, alternatively, listing an approved, substitute channel may be cause for rejection of the entire response. The State reserves the right to select channels for any final contract, regardless of whether the final contract includes all channels listed within this attachment.

You must use this form when responding to this solicitation. A Word version of this document is attached to the solicitation for your convenience.

Yes	No	Channel	Description	Substitute (approved equal)
		A&E	Arts and Entertainment	
		AMC	American Movie Classics	
		BBC America	British Television	
		BET	Black Entertainment TV	
		Bounce TV	African American Broadcast Network	
		Bravo	Reality TV	
		Cartoon Network	Children	
		Cinemax	Movies	
		CMT	Country Music Television	
		CNBC	Business news	
		CNN	News	
		CNN Headline News	News	
		Comedy Central	Comedy	
		Disney Channel	Children	
		E!	Entertainment	
		Encore	Movies	
		ESPN	Sports	
		ESPN 2	Sports	
		ESPN News	Sports	
		ESPN U	Sports	
		EWTN	Eternal Word Television Network	
		Food Network	Food	
		Fox News	News	
		Fox Sports 1	Sports	
		Fox Sports 2	Sports	
		Fox Sports North	Sports	
		FX	Variety	
		Galavision	Spanish Films	
		Hallmark Channel	Family	
		Hallmark Movie Channel	Movies	
		HBO	Movies	
		HGTV	Home and Garden TV	
		History Channel	History	
		ION	General Entertainment	

	Lifetime	Entertainment	
	Lifetime Movie Network	Entertainment	
	MSNBC	News	
	MTV	Music Television	
	MTV Classic	Music Videos	
	MTV Live	Music Videos	
	MTV2	Music Television	
	National Geographic	Nat. Geographic Channel	
	National Geographic Wild	Nat. Geographic Channel	
	NFL Network	Sports	
	NFL Ticket	Sports	
	Nickelodeon	Children	
	ONCE TV Mexico	Mexican Educational Broadcast	
	Outdoor Network	Outdoors	
	Oxygen	Entertainment	
	Paramount Network	Entertainment	
	PBS	Public Broadcasting Service	
	Quest	British TV	
	Reelz	Movies	
	Showtime	Movies	
	Sportsman Channel	Outdoors	
	Starz	Movies	
	SyFy	Science Fiction	
	TBS	Turner Broadcasting System	
	TCM	Turner Classic Movies	
	The Discovery Channel	Adventure	
	TLC	The Learning Channel	
	TNT	Turner Network TV	
	Travel Channel	Travel	
	TRU TV	Ture Crime/ Legal	
	Univision	Spanish Content	
	USA	Variety	
	VH-1	Music Videos and Reality TV	

ATTACHMENT H: CURRENT FACILITY DIAGRAM

