

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. This acknowledgement includes acceptance of the section of the Sample Contract, Exhibit A, titled "Contractor's Documents."

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C: COST DETAIL

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

Responders must download and use the Exhibit D Price Schedule attached to this Solicitation. The Price Schedule 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 the Price Schedule may be cause for rejection.

There are 5 tabs for Responders to review and respond to:

- Shirts
- Pants
- Outerwear
- Footwear
- Misc.

Responders are not required to respond to all of the above listed categories, but 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.

2. Alterations or Erasures. The State reserves the right to 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: Workforce and Equal Pay Declaration Page

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

1. Select one:

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

Select all that apply:

2. We are a Certificate holder:

- Workforce Certificate under the name: _____
- Equal Pay Certificate under the name: _____

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

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

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

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

5. We are Exempt:

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

6. Business Information

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

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us

ATTACHMENT E: ADDITIONAL INFORMATION

1. **Contractor’s Contact Information.** Provide the contact information for the representative responsible for the management of the contract and the representative receiving purchase orders.

Vendor’s Legal Name	
Address	
Contact Person (Contract)	
Email Address	
Telephone Number	

Contact Person (PO Order)	
Email Address	
Telephone Number	

2. **Prompt Pay Discount.** What prompt pay discounts do you offer? Select all that apply, if “other,” specify terms in the comment section below:

- | | |
|---|---|
| <input type="checkbox"/> 1% in 30 | <input type="checkbox"/> 1% in 15, Net 30 |
| <input type="checkbox"/> 2% in 30 | <input type="checkbox"/> 2% in 15, Net 30 |
| <input type="checkbox"/> 3% in 30 | <input type="checkbox"/> 3% in 15, Net 30 |
| <input type="checkbox"/> 1% in 10, Net 30 | <input type="checkbox"/> 1% in 20, Net 30 |
| <input type="checkbox"/> 2% in 10, Net 30 | <input type="checkbox"/> 2% in 20, Net 30 |
| <input type="checkbox"/> 3% in 10, Net 30 | <input type="checkbox"/> 3% in 20, Net 30 |
| <input type="checkbox"/> 5% in 10, Net 30 | <input type="checkbox"/> Net 30 |
| <input type="checkbox"/> Other | |

Comments:

3. **Delivery Time Frame.** Responder must enter a delivery time frame after receipt of order (ARO) in the space below.

_____ **Calendar Days (ARO)**

4. **Replacement Window.** Responder must enter the number of days for them to provide a replacement uniform in the event of providing an inferior or defective product.

_____ **Calendar Days (ARO)**

5. **Store Location.** Please enter the address(es) of a store(s) location within Minnesota that SORT/ERT employees could visit for sizing and measuring.

	Location and Address
1	
2	
3	

Attachment F: PFAS Disclosure and Alternatives.

The State of Minnesota is committed to reducing the use of per- and polyfluoroalkyl substances (PFAS) in products feasible, in alignment with Minn. Stat. § 116.943 (Amara's Law). While certain tactical and protective functions may currently qualify for essential use exemptions, the State encourages transparency and the use of safer alternatives wherever possible.

Responders are to provide an answer to the following:

- 1. Disclosure.** Responders are to identify any products included in your proposal that contain intentionally added PFAS. For each product, specify the purpose of the PFAS (e.g. water repellency, stain resistance) and the type of treatment used (e.g. Teflon®, Taclite®).
- 2. Documentation.** Responders are to confirm their ability to provide, upon request, manufacturer documentation verifying the PFAS status of each product.
 Yes No
- 3. Alternatives.** Responders are to describe any PFAS-free alternatives you offer, including products treated with non-fluorinated water or stain repellants (e.g., Rudolf Bionic-Finish Eco, Teflon™ Ecolite™). Responders are to indicate whether these alternatives meet the same performance standards as PFAS-treated products.
- 4. Product Changes.** Responders are to outline their process for notifying the State if a product is reformulated to include or remove PFAS during the contract term.

Attachment G: Responder Sustainability Form

Responders must answer the following information requests below to confirm their capability to meet the product requirements detailed under the Exhibit C: Specifications, Duties, and Scope of Work within the Sample Contract and Exhibits.

Responders must answer every question and provide all information requested on this form. Submit applicable documentation with your response. Failure to submit requested response information may result in rejection of your response. The submission will be evaluated in accordance with Section 5, Evaluation Procedure and Criteria, of the RFP Content.

1. Supply Chain Labor Standards.

Responders should reference **2. Ethical Manufacturing Requirements under Exhibit C: Specifications, Duties and Scope of Work of the Sample Contract** when responding to the following informational requests.

1.1 Responder maintains a Supplier Code of Conduct or equivalent policy applicable to manufacturers and subcontractors producing goods proposed under this solicitation, addressing labor and human-rights standards (e.g., prohibition of child labor, forced labor, discrimination, and unsafe working conditions)?

Yes No

1.2 Describe how the responder monitors or verifies compliance with labor and human-rights standards within its supply chain (e.g., internal audits, third-party audits, certifications such as WRAP, SA8000, Fair Trade, or equivalent).

(Documentation should be submitted by the due date and time of the solicitation. Responders should be aware that any data submitted may become public after the solicitation is awarded.)

2. Materials/Fiber Composition.

Responders should reference **8. General Uniform Specifications under Exhibit C: Specifications, Duties and Scope of Work of the Sample Contract** when responding to the following informational requests.

2.1 Responder can disclose fiber composition by percentage for uniform garments proposed under this solicitation, upon request.

Yes No

2.2 Describe the range of apparel items proposed that contain at least 90% natural fiber textiles (cotton, hemp, linen, wool), where performance and operational requirements allow. Responders should include specific product offerings per apparel item type, i.e. short- and long-sleeved shirts, polos, bandanas, and baseball caps, as applicable.

2.3 Describe any use of recycled or regenerative fibers in proposed products, including how sourcing is documented, where applicable.

3. Durability and Repair.

Responders should reference **3. Durability Expectations under Exhibit C: Specifications, Duties and Scope of Work of the Sample Contract** when responding to the following informational requests.

- 3.1 Describe how the responder's products are designed for durability and extended service life, particularly for tactical or operational use, including performance through repeated laundering and regular wear.
- 3.2 Does your company offer repair services and/or replacement components (e.g., patches, closures, embroidery repair), where practicable?
- No
- Yes. If yes, responders should describe available repair or replacement options and how they would be accessed by the State below:

4. Packaging.

Responders should reference **7. Packaging and Delivery Requirements under Exhibit C: Specifications, Duties and Scope of Work of the Sample Contract** when responding to the following informational requests.

- 4.1 Responder can deliver products using plastic-free packaging, excluding minimal functional components (e.g., tape or labels) where unavoidable?
- Yes No
- 4.2 Explain how your company provides more sustainable packaging including the use of paper-based, recyclable fiber, reusable packaging systems, or other strategies. Describe any limitations or exceptions related to product integrity or contamination control that would prevent sustainable packaging utilization.

5. Certifications.

Responders should reference **10. Sustainability Requirements under Exhibit C: Specifications, Duties and Scope of Work of the Sample Contract** when responding to the following informational requests.

- 5.1 Responder's proposed products include third-party sustainability certifications, such as (but not limited to):
- OEKO-TEX® Standard 100
 - OEKO-TEX® Made in Green
 - Global Organic Textile Standard (GOTS)
 - Cradle to Cradle Certified®
 - Nordic Ecolabel
 - [enter additional third-party certification]
 - [enter additional third-party certification]
- No
- Yes
- (If yes, identify which proposed products are certified and submit digital copies of applicable product-specific certifications with your response. Brand-level certifications alone may not be sufficient.)

6. End of Life/ Take-Back.

Responders should reference **10.3 Take-back program under Exhibit C: Specifications, Duties and Scope of Work of the Sample Contract** when responding to the following informational requests.

- 6.1 Responder offers or participates in a product take-back program for uniforms or textile products at end of useful life (e.g., recycling, reuse, refurbishment).

Yes No

- If yes, describe how the take-back program functions, including eligible products and general process.

- If no, describe any future plans to support textile recycling or reuse.

7. Sustainability Guidance and Additional Practices.

7.1 Describe how the responder will assist State ordering entities in identifying and selecting more sustainable product options (e.g., product tagging, guidance during ordering, sustainability indicators in catalogs or websites).

7.2 Describe any additional sustainability practices or initiatives relevant to apparel manufacturing, sourcing, packaging, logistics, or end-of-life management that support the Sustainability Requirements outlined in Exhibit C: Specifications, Duties, and Scope of Work.

Submit additional documentation if available.

Attachment H: Digital Accessibility Component

Responders must complete the following attachment if offering an website or online ordering system.

The State of Minnesota requires all digital information technology to conform to the [State of Minnesota Digital Accessibility Standard](#).

Include with your response an Accessibility Conformance Report (ACR) on your order intake site. ACRs are also known as a completed Voluntary Product Accessibility Template® (VPAT). The submitted ACR or VPAT form will be evaluated for 50 evaluation points.

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.

1. **Accessibility.** Are your products/services offered in response to this solicitation in compliance with IT Accessibility Standards (applicable 508, Web content Accessibility Guidelines and Non-Visual Access) as specified in this solicitation document Sample Contract and Exhibits, 34. IT Accessibility Standard?

Yes No

2. Accessibility Narrative Questions

Responders must answer the accessibility narrative questions below. Answers will be evaluated for 50 evaluation points.

1. Describe how you ensure your staff and contractors have the knowledge and skills to create accessible digital technology within the scope of the project or services requested within this RFP.
2. Describe your approach to ensuring accessibility for your solution (e.g., strategy, tools, design, testing, ongoing validation).
 - a) Include if/how you incorporate accessibility into your development process (e.g., requirements, design, development, testing, maintenance, bug prioritization).
 - b) Include how you ensure accessibility post implementation (e.g., future enhancements).