

Request for Proposals (RFP)

RFP #2020-001 Firewall

ERATE CATEGORY 2

Proposal Closing: December 24, 2020 1:00PM

**Edina Public Schools
Technology Department
5701 Normandale Rd Suite 339
Edina MN 55424
REQUEST FOR PROPOSALS**

RFP #2020-001 Firewall

ERATE CATEGORY 2 PROJECTS

The Edina Public Schools is soliciting individual proposals for E-rate funded Category 2 projects from qualified, licensed vendors to provide Firewall and related services in the District.

Request for Proposals (RFP) must be received prior to 1:00 p.m. on December 24, 2020. RFPs must be submitted via email marked with the RFP number and title.

RFPs received later than the designated time and specified date will be returned unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the Request for Proposals (RFP) documents with instructions, contact information and scope will be available on the School District's website; www.edinaschools.org/dmts.

Refer any questions to: Steve Buettner, Director of Media and Technology, Edina Public Schools
steve.buettner@edinaschools.org.

BIDDER INFORMATION SHEET

Attention: Steve Buettner
Email: steve.buettner@edinaschools.org
Re: Notice to Bidders #2020-001 Firewall

Edina Public Schools Bids are available online. If you download a Bid, you are required to email the following information to steve.buettner@edinaschools.org so that you may be added to the bidders list to receive Addenda to this Request for Proposals.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please email steve.buettner@edinaschools.org

1. INTRODUCTION

Edina Public Schools (herein referred to as "Owner") is seeking Electronic Equipment; internal connections for the Edina Public Schools school sites. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified and reputable providers. Since the District will apply for funding through the Federal Universal Service Fund (E-Rate), it will procure all eligible services under the established guidelines of this program, which is found in Exhibit A - Scope of Work. Therefore, vendors participating in this RFP should familiarize themselves with the terms and conditions of the E-Rate program. All vendors should have valid SPN numbers and be listed with the SLD.

2. FORM AND DELIVERY OF RFPs

Proposals must be received prior to **1:00PM on December 24, 2020**. Proposals must be submitted via email to steve.buettner@edinaschools.org.

It is the bidder's sole responsibility to ensure that its RFP is received before the RFP deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of RFPs shall be returned to the bidder.

Proposals shall be submitted on the prescribed Bid Form, completed in full. The RFP must conform to and be responsive to all Contract Documents. All bid items shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording and notations must be in ink or typewritten.

3. SIGNATURE

All signatures on the following documents are required to be submitted.

4. MODIFICATIONS

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, may be considered if included with a bid.

5. ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS

The RFP submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, the words shall govern. In the event the District determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

6. EXAMINATION OF CONTRACT DOCUMENTS

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, if applicable, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work.

7. WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or email request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract.

8. AGREEMENT AND BONDS

The Purchase Contract and, if applicable, the form of bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. Sufficient bonds shall be fully executed and returned to Owner with the Purchase Contract.

9. INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be emailed and or posted to our website. No person is authorized to make any oral interpretation of any provision in the Contract Documents,

nor shall any oral interpretation be binding by the Owner. If there are discrepancies on specifications, or conflicts between specification, terms or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specification, and drawings.

SUBMISSION OF A PROPOSAL WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIMELINES FOR DELIVERY OF THE ITEMS.

10. BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make of file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting process to other bidders or submitting a bid on the project.

11. AWARD OF CONTRACT

(a) The Owner reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any bids or in the bidding process.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the responsible bidder with highest points awarded. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Purchase Contract and provide the required documents within the time required, the Owner may award the contract to the next responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Purchase Contract and provide the required documents.

(c) In ascertaining the bidder with the highest points awarded, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

(d) Purchase of equipment is dependent on funding and school board approval.

12. SELECTION PROCESS AND CRITERIA

All proposals will be evaluated on the following criteria, in order of importance:

1. Overall cost of the vendor(s)' proposal.(30 pts)
2. The extent to which the vendor's proposed solution fulfills Edina Public School District's stated requirements as set out in this RFP.(20 pts)
3. The effort needed by the district to implement the vendors proposed solution within our ecosystem.(20 pts)
4. The vendor's stability, experiences, and record of past performance in delivering such services.(15 pts)
5. The vendor's knowledge and experiences with Edina Public Schools infrastructure.(15 pts)

The Edina Public Schools may, at their discretion and without explanation to the prospective vendors, at any time choose to discontinue this RFP without obligation to such prospective vendors. Project will be contingent on E-Rate funding and Board Approval.

13. COMPETENCY OF BIDDERS

In selecting the responsive and responsible bidder, consideration will be given not only to the financial standing, but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, the Owner may require that each bid be supported by a statement of the bidder's experience.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner or, in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

14. ANTI-DISCRIMINATION

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

15. HOLD HARMLESS

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

16. SUBSTITUTIONS

- a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.
- b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least ten working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than 10 working days prior to bid closing will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.
- c) If substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.
- d) With respect to any materials, process, service or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service or equipment, its bid shall be considered as offering the specified material, process, service or equipment referred to by the brand name or trade name specified.

- e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing such condition may be treated as a non-responsive bid.
- f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service or equipment designated by brand name or trade name, or other item as specified, will be provided.
- g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as the Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.
- h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.
- i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposal substitution shall be deemed approved unless the Owner has confirmed it in writing.
- j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

17. LIQUIDATED DAMAGES

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

18. POST-BID CREDITS

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce

its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner for the extent of the 2021-2022 school year.

19. CONTENTS OF BID

The bid will include the following documents and any other documents specified by Owner: Bid Form, Substitution Listing, Information Required of Bidders, Non-Collusion Affidavit, and List of Subcontractors.

20. TIMELINE

<ul style="list-style-type: none">• RFP/Form 470 Published:• RFPs Due:• Evaluation of RFPs:• Award of Contract• Contract Documents Due• E-Rate FY2020-2021	<ul style="list-style-type: none">• November 24 , 2020• December 24, 2020 1:00 PM• January 4-8, 2021• February 8, 2021• February 26, 2021• July 1, 2021-June 30, 2022
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21. QUESTIONS

Any questions or clarifications concerning this Request for Proposal (RFP) should be submitted to: Steve Buettner Edina Public Schools 5701 Normandale Rd Suite 339 Edina MN 55424 or steve.buettner@edinaschools.org.

EXHIBIT A

Scope of Work- Equipment Specifications

SCOPE OF WORK

District is looking for vendors to provide and potentially assist with the install of a turnkey Firewall that will serve as the gateway and complement the district's infrastructure. The District is looking to extend its existing firewall capabilities utilizing existing infrastructure of electronic equipment already in place at Edina Public Schools. All new equipment will be documented by vendor in an excel spreadsheet with district purchase order number, product description, manufacture part number, serial number, district asset tag number (tag will be provided by District), IP address, install location, and any configuration documentation the district requires. All documentation will be provided to district upon completion and sign-off of Firewall project. Edina Public Schools current Firewall vendor is Fortinet1500D with one device serving the East campus and one serving the West campus.

District has a converged network environment encompassing VoIP, Data, Video, and Wi-Fi. Installing vendor should have experience working with converged networks. Vendor will configure and deliver two (2) Fortinet FortiGate 1101 or equivalent to Edina Public Schools Technology Department. One will be installed to provide firewall and related services for our East Campus and the other will provide firewall and related services for our West Campus. District will provide vendor with VLANs, PORT VLAN configuration, IP addressing scheme for this site. Vendor may be asked to work with District when installing existing networking hardware located on site. All non-eligible items must be cost allocated separately.

Current Environment

2x Fortinet 1500D Fortigate.(One each of the Firewalls provide support for our East Campus and our West Campus

Services included on the firewalls

- Web Content Filtering
- Application Control
- IPS/IDS
- SSL Inspection including deep packet
- Web Application Firewall
- Antivirus
- SSL and IPSEC VPN Client based and Firewall to Firewall
- OSPF and BGP Routing Protocols
- Rules

Network topology

Internet connections at both our East Campus and our West Campus consisting of a 10 gig link to the Internet, WAN BGP. Each building is connected to both campuses creating an East Campus ring and a West Campus ring.

Filtering

These boxes also provide

- Web and application specific filtering for the district. The filtering is user aware so that specific users are granted different levels of filtering depending upon their group rights in Active Directory.
- Interface with our Fortiguard Network Access Control in order to allow devices to register on our wired and wireless network and be granted the appropriate access and web and application filtering policies.
- Provide VPN access that is both site to site and device level that conform to the following VPN characteristics.
- Endpoint security and management via a centralized console that addresses the following for IOS, Windows, Macintosh, Android and Chrome system
 - Configure, deploy and manage a client
 - Endpoint integration with the Security Fabric
 - Vulnerability scanning with patching
 - Software Inventory
 - Threat summary, alert and notification
 - Remote access

Reporting

These devices need to provide logs that can be ingested and used for forensic on user, device, application, source/destination for up to 30 days. In addition, log files need to be in a format that can be loaded into SPLUNK.

Requirements for Edina Public Schools

- Integration with FortiNet FortiNAC (BYOD and District Owned Devices on WiFi) or replacement
- Provide High Availability for our environment
- Internet Service Database
- SSL Deep Packet Inspection and Certificate Only Inspection
 - Inspection rate should be 5.7Gbps or greater
- Protecting Our Servers from the outside
 - IDS/IPS
 - Web Application Firewall
 - DoS Protection
- Filtering
 - Ability to filter users based on AD Groups. As with FortiNAC we need the ability to put our own devices into the appropriate web filtering group. At present, this is done via FortiAuthenticator which polls AD Domain Server events to know a machine's current user which in turn provides AD group/IP for filtering
 - Filter Override with password - is that possible
 - Override categories if a site that is blocked via category needs to be unblocked for a specific group of users
 - Customize block page
 - Block Web Pages (URL) as well as specific apps that may reside on a smartphone
 - Application Control - by category such as proxy or VPN to block users who are trying to use VPN to circumvent the filtering
- VPN

- Ability to vpn in from client
 - Ability to create site to site vpn
- Endpoint security for Staff and contractor personal devices. Endpoint security and management is currently accomplished via FortiEMS. This is a centralized console that addresses the following for IOS, Windows, Macintosh, Android and Chrome system
 - Configure, deploy and manage a client
 - Endpoint integration with the Security Fabric
 - Vulnerability scanning with patching
 - Software Inventory
 - Threat summary, alert and notification
 - Remote access
- Reporting

**EXHIBIT B
BID FORMS**

Please complete the following form for pricing. If your vendor wishes to propose alternate please indicate alternate item on the next document.

Item	Part#	Description	QTY	Price
Fortinet Fortigate or equivalent	FG-1101	IPS, SSL inspection and advanced threat protection to optimize your network's performance	2	
Forticare or equivalent	Fortiguard UTM Bundle	<ul style="list-style-type: none"> 3 year parts, service and software upgrades 	2	
<ul style="list-style-type: none"> FortiGuard App Control Service/ FortiGuard Web Filtering Service or equivalent 		<ul style="list-style-type: none"> Application Control and Web filtering Service 	2	
<ul style="list-style-type: none"> FortiGuard IPS Service or equivalent 		<ul style="list-style-type: none"> Intrusion Protection Service 	2	
<ul style="list-style-type: none"> FortiGuard Antispam Service or equivalent 		<ul style="list-style-type: none"> Antispam Service 	2	
<ul style="list-style-type: none"> FortiGuard Advanced Malware Protection or Equivalent 		<ul style="list-style-type: none"> Antivirus, Mobile Malware, Botnet, CDR, Virus Outbreak Protection 	2	

District is very concerned about interoperability and compatibility with current systems and eco-system. Please indicate the level of parity your proposed solution will be provide, any notes, and if there are additional costs that would need to be considered.

Area/Item	Parity	Notes	Costs
Firewall			
<ul style="list-style-type: none"> Web Content Filtering 			
<ul style="list-style-type: none"> Active Directory Integration for group/policy rights 			
<ul style="list-style-type: none"> Application Control 			
<ul style="list-style-type: none"> IPS/IDS 			

• SSL Inspection including deep packet			
• Web Application Firewall			
• Antivirus			
• SSL and IPSEC VPN Client based and Firewall to Firewall			
• OSPF and BGP Routing Protocols			
• HA BGP/OSPF			
• How is dual firewall licensing to cover services for HA			
• SSL Inspection			
Network Access Control(NAC)			
• Access Control			
• Web and application filtering			
• Guest access			
Filtering			
• Application filtering			
• Web filtering			
• Integration with AD to provide differentiated filter policies based on role			
• SSL Inspection			
• Reporting			
• Ability to create custom allow/block rules			
Endpoint security			
• Configure, deploy and manage a client(Mac, Android, Chromebook, and Windows)			
• Endpoint integration with the Security Fabric			
• Vulnerability scanning with patching			
• Software Inventory			
• Threat summary, alert and notification			
• Remote access			

Reporting			
• Create reports up to 30 days in live			
• Create Executive overview			
• User website and application use			
• Application usage			
• Destination ip and url			
• Source ip and url			
• Security issues			
• Integrated with AD			

- All hardware must be new (not previously used).
- All equipment on this proposal must be covered by a minimum Three (3) years under manufacturer warranty to ensure proper operation of all equipment.

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL BIDDER
TO THAT PROVIDED ON BID FORM

By: _____

BID FORM

Name of Bidder: _____

RFP Number: 2021-001 Firewall

To: Edina Public Schools, referred to as "OWNER."

- A.** In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. on file at the office of OWNER for the sum of:

_____ dollars (written in words)
\$(written in numbers)_____

- B.** The bidder agrees that upon written notice of acceptance of this proposal, bidder will execute the contract and other required documents within 60 working days after contract award.
- C.** The entire Proposal shall remain open and active for 90 days after opening.

- D.** It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Purchase Contract, and other required documents to OWNER within the time specified, the proposal will be forfeited to OWNER.
- E.** The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of Minnesota.

Signed _____

Typed Name _____

Firm _____

Address _____

City, State, Zip _____

INFORMATION REQUIRED OF BIDDERS

The Bidders shall furnish all of the following information accurately and completely. Failure to comply with this requirement may cause your bid to be deemed non-responsive. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information.

1. How many years has your firm been in business under its present business name?
2. How many years of experience does your firm have providing similar services?
3. To how many public agencies has your firm provided similar services?
4. Please list the public agencies, including school districts, for which your firm has provided similar services.
5. Please attach a brief history of the company, including the number of employees, and any certifications or licenses held.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: 2020-001 Firewall

OWNER: Edina Public Schools

The undersigned declares:

I am the of, the party making the proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of MN that the foregoing is true and correct and that this declaration is executed on [date], at [city], [state].

Vendor:
By _____
Title: _____
Signature: _____