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.

SIGNATURE PAGE TO FOLLOW

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: PRICING

1. Pricing.

   Responders must download and use Sample Contract Exhibit D Price Schedule attached to this Solicitation. The Price Schedule must be completed by the Responder and uploaded with your solicitation response. If pricing is not returned with your solicitation response, your response will be rejected. Failure to use Price Schedule may be cause for rejection.

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 C: 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:

☐ 1% in 30
☐ 2% in 30
☐ 3% in 30
☐ 1% in 10, Net 30
☐ 2% in 10, Net 30
☐ 3% in 10, Net 30
☐ 5% in 10, Net 30
☐ Other
☐ 1% in 15, Net 30
☐ 2% in 15, Net 30
☐ 3% in 15, Net 30
☐ 1% in 20, Net 30
☐ 2% in 20, Net 30
☐ 3% in 20, Net 30
☐ Net 30
☐ None

Comments:

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

ATTACHMENT D: SAMPLE IMAGE

Sides 1 top, sides 2 bottom



