

Attachment B - Representations, Certifications & Assurances (Mandatory)

Representations, Certifications and Assurances:

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. *Accuracy of Proposals:* By providing OFM any submission, response, or information to OFM pursuant to this RFP, Bidder is certifying that each such submission, response, or information is true, correct, and accurate, and that Bidder has not omitted any material facts that would make the submission incomplete or misleading.
2. *Proposal Validity:* The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by the OFM without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.

3. *Pricing:*

Independent: The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

Not Disclosed: Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.

4. *Proposal Assistance:* In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. *Cost of Proposal:* I/we understand that OFM will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of OFM, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. *Solicitation, Contract Acceptance:* I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on the Attachment G - Proposed Contract Revisions page and submitted with this document.
8. *Restricting Competition:* No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9. References: I/we grant OFM the right to contact references and others who may have pertinent information regarding the Vendor's prior experience and ability to perform the services contemplated in the procurement.
10. Property of OFM: All proposals become the property of OFM, and the Bidder claims no proprietary right to the ideas, writings, items or samples except as specifically identified and allowed for in this RFP.
11. Confidentiality Agreement: The Bidder understands that, if selected to contract with OFM, all Bidder staff assigned to the project may be required to complete and sign a Confidentiality Statement covering any documents, diagrams, information and information storage media made available by OFM for the purpose of carrying out the contracted activities.
12. Licensed To Do Business: The Bidder certifies that it has a current Washington Business License or agrees to promptly apply for one, and will provide a copy of the license prior to commencement of the contract in the event the Bidder is selected as the Apparently Successful Bidder.
13. Security Standards: The Bidder understands that all services implemented in the State of Washington must be compliant with the security policy and standards of the Office of the Chief Information Officer (OCIO) Security Standards available at: <http://www.ofm.wa.gov/ocio/policies/documents/141.10.pdf>. By signing below, the Contractor acknowledges and warrants that it will comply with all applicable elements of the OCIO Security Policy and Standards in its performance of any Services awarded under a contract. Bidder further understands that commencement of the Contract is contingent upon a successful security review by the OCIO.

Disclosures:

1. Contract Terminations

Has the Bidder's firm had a contract, agreement, second-tier work order, or other contractual obligation terminated for default in the last five years? Yes No

"Termination for Default" means that notice was given to the Contractor to stop performance due to the Contractor's nonperformance or poor performance, and the performance issue was either (a) not contested by the Bidder or (b) litigated, with an unfavorable finding for the Bidder.

Has the Bidder's firm had a contract, agreement, second-tier work order, or other contractual obligation terminated for convenience in the last five years? Yes No

If YES to either of the questions above, provide a statement fully describing the contract, the circumstances surrounding the termination, reason for termination, nature of the termination (i.e., for breach or default, convenience, or otherwise), date of the termination and the name, address and telephone number of the other party to the contract in the area provided below. OFM will evaluate the information and may, at its sole discretion, reject the Bidder's proposal if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Bidder.

2. Contracts in Mediation or Arbitration

Has the Bidder's firm had a contract, agreement, second-tier work order, or other contractual obligation in mediation or arbitration in the last five years? Yes No

If YES, provide a statement fully describing the contract, the reason for mediation or arbitration, date the mediation or arbitration was initiated and completed (if applicable) and the name, address and telephone number of the other party to the contract in the area provided below. OFM will evaluate the information and may, at its sole discretion, reject the Bidder's proposal if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Bidder.

3. Contracts in Litigation

Has the Bidder's firm had a contract, agreement, second-tier work order, or other contractual obligation in litigation in the last five years? Yes No

If any such litigation exists or existed, provide a statement fully describing the contract, the reason for the litigation, date the litigation was initiated and completed (if applicable) and the name, address and telephone number of the other party to the contract in the area below. OFM will evaluate the information and may, at its sole discretion, reject the Bidder's proposal if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Bidder.

4. Conflict of Interest Information

As of the date of this proposal:

Are you or do you employ or have as a principal officer or member of your governing board, a *current* employee of the State of Washington? Yes No

Are you or do you employ or have as a principal officer or member of your governing board, a person who is a *former* employee of the State of Washington but worked for the state as an employee within the last twenty four (24) months? Yes No

Are you, or do you employ or have as a principal officer or member of your governing board, a person who is a member of an agency board, commission, council, committee, or other similar group formed to advise the activities and management of state government related to the services requested in this RFP? Yes No

If you answer YES to any of the questions above, it is possible that under chapter 42.52 the person may not be assigned to work on the contract awarded as a result of this solicitation. If following a review of this information, it is determined by OFM that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract. You may contact the RFP Coordinator for more information. For any such person, *provide the following information and details as applicable in the area provided below.*

- Person's Name
- Person's Title
- State Agency's Name
- State Agency Contact Person
- Contact Person's Phone
- Date Left State Employment
- Name of Board/Commission/Council
- Board/Commission/Council Contact Person
- Contact Person's Phone
- Date of Appointment
- Person's position and responsibilities within the Bidder's organization

5. Potential Conflict Of Interest Information

The successful Bidder and any proposed subcontractor(s) must be impartial and professional in conducting the scope of work described in this RFP to ensure that the services to be provided, report(s) and/or recommendation(s) are accurate, credible, and unbiased.

If you believe that you do not have a bias but are concerned that it may appear that you do, *you may provide that information in the area provided below* explaining why you believe that you should not be excluded as a Bidder. OFM will evaluate this justification.

Potential Conflict of Interest? Yes No

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

Print Company Name

Signature

Date

Print Name

Print Title

(Must be Vice-President or higher-level officer)