## Bidder Certification and Assurances

## RFQQ #1623-605
## Local Funds Management System Project

Under the penalties of perjury of the State of Washington, we make the following certifications and assurances as a required element of our Response for RFQQ #1623-605. We affirm the truthfulness of these facts and acknowledge our current and continued compliance with these certifications and assurances as part of our Response and any resulting contract award with DSHS.

1. We declare that all answers and statements made in our Response are true and correct.

2. We certify that the prices and/or cost data contained in our Response: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and (b) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that we have joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.

3. Our Response is a firm offer for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Response will remain valid for 210 days or until the protest is resolved, whichever is later.

4. We have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this RFQQ and who assisted in other than his or her official, public capacity.

   If there are any exceptions to these assurances or we have been assisted, we will identify on a separate page attached to this document each individual by: (a) name, (b) current address and telephone number, (c) current or former position with DSHS, (d) dates of employment with DSHS, and (e) detailed description of the assistance provided by that individual.

5. We acknowledge that DSHS will not reimburse us for any costs incurred in the preparation of our Response. All Responses become the property of DSHS and we claim no proprietary right to the ideas, writings, items or samples.

6. We acknowledge that any resulting contract awards will incorporate Special Terms and Conditions, Statement of Work, and General Terms and Conditions substantially similar to the sample contract attached to the RFQQ document.

7. We acknowledge that if we are awarded a contract containing Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other Data Security requirements, that we will incorporate the terms

of such Business Associate or Data Security requirements into all related subcontracts.

8. We will comply with these or substantially similar Special Terms and Conditions, Statement of Work, and General Terms and Conditions if awarded a contract, and will negotiate in good faith any changes or modifications.

9. We acknowledge that if awarded a contract with DSHS, we are required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in contract termination. We agree to submit additional information about our nondiscrimination policies, at any time, if requested by DSHS

10. We certify that we have a current Washington Business License, and agree to promptly provide a copy of the license if we are awarded a contract.

11. We made no attempt, nor will make any attempt, to induce any other person or firm to submit, or not submit, a Response for the purpose of restricting competition.

12. We acknowledge and authorize DSHS to conduct a financial assessment and/or background check of our organization if DSHS considers such action necessary or advisable.

13. We acknowledge our obligation to notify DSHS of any changes in the certifications and assurances above.

_____

Signature

_____

Title

_____

Organization Name

_____

Date