**Attachment 08:**

**Bidder Certifications and Assurances**

 **DSHS Competitive Solicitation #**2223-808

**ACES Maintenance and Operations**

Under the penalties of perjury of the State of Washington, Bidder makes the following certifications and assurances as a required element of its Proposal to this Competitive Solicitation. Bidder affirms the truthfulness of these facts and acknowledges its current and continued compliance with these certifications and assurances as part of its Proposal and any resulting Work Order that may be awarded by DSHS.

1. Bidder declares that all answers and statements made in Bidder’s Proposal are true and correct.

2. Bidder certifies that its Proposal is a firm offer for a period of 180 days following receipt by DSHS, 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 Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.

3. Bidder has not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this Solicitation and who assisted in other than his or her official, public capacity. If there are any exceptions to these assurances or if Bidder has been assisted, Bidder 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.

4. Bidder certifies that Bidder is not currently bankrupt or a party to bankruptcy proceedings and has not made an assignment for benefit of creditors and authorizes DSHS to conduct a financial assessment of Bidder in DSHS’ sole discretion.

5. Bidder acknowledges that DSHS will not reimburse Bidder for any costs incurred in the preparation of Bidder’s Proposal. All Proposals shall be the property of DSHS. Bidder claims no proprietary right to the ideas, writings, items or samples submitted as part of its Proposal.

6. Bidder acknowledges that any Work Order award will incorporate terms set forth in the Sample Work Order, including its attachments and exhibits, as set forth as Attachment A to the Solicitation Document, or may, at DSHS’ option, be negotiated further. DSHS may elect to incorporate all or any part of Bidder’s Proposal into the Work Order.

7. Bidder certifies that it has made no attempt, nor will make any attempt, to induce any other person or firm to submit, or not submit, a Proposal for the purpose of restricting competition and that the prices and/or cost data contained in Bidder’s Proposal: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition or influencing bid selection, and (b) have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Work Order award, except to the extent that Bidder has joined with other individuals or organizations for the purpose of preparing and submitting a joint Proposal or unless otherwise required by law.

8. Bidder acknowledges that if it is awarded a Work Order containing Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other Data Security requirements, that Bidder will incorporate the terms of such Business Associate or Data Security requirements into all related Work Orders.

9. Bidder acknowledges that if awarded a Work Order with DSHS, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Work Order termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by DSHS.

10. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this Competitive Solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; chapters 49.46, 49.48, or 49.52 RCW).

11. Bidder certifies within the last three years that Bidder has not willfully violated Washington State’s wage payment laws.

12. Bidder certifies that it has a current Business License and agrees that it will promptly secure and provide a copy of its Washington State Business License, unless Bidder is exempted from being required to have one, if Bidder is awarded a Work Order.

13. Bidder authorizes DSHS to conduct a background check of Bidder and/or Bidder’s proposed staff if DSHS considers such action necessary.

14. Bidder has not been convicted nor entered a plea of *nolo contendre* with respect to a criminal offense, nor has Bidder been debarred or otherwise restricted from participating in any public Contracts/Work Orders.

14. Bidder hereby grants permission to references indicated to share information about the Bidder’s firm, whether positive, neutral or negative, and grant permission for DSHS to contact each of the references provided. Bidder further agrees to release and hold the references harmless from any liability resulting from the information provided.

15. Bidder acknowledges its obligation to notify DSHS of any changes in the certifications and assurances above.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

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Printed Name Signature

Title Organization Name

Date