

## ATTACHMENT D – CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Proposal, or quote, 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) I/we declare that all answers and statements made in the Proposal are true and correct.
- 2) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting completion. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Proposal.
- 3) The attached Proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Sno-Isle Libraries without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60 day period.
- 4) In preparing this Proposal, I/we have not been assisted by any current or former employee of Sno-Isle Libraries 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. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
- 5) I/we understand that Sno-Isle Libraries will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of Sno-Isle Libraries and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.
- 6) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- 7) I/we agree that submission of the attached Proposal constitutes acceptance of the solicitation contents and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 8) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 9) I/we grant Sno-Isle Libraries the right to contact references and other, who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this RFP.
- 10) I/we meet all licensing, insurance, accreditation and registration requirements necessary for the performance of this contract.
- 11) I/we have not been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 12) Until December 31, 2013, I/we have not violated RCW 37.04.370 more than one time as determined by the Department of Labor & Industries.
- 13) In the three year period immediately preceding the date of solicitation, I/we swear there are no determinations by a final and binding citation and notice of assessment issued by the Department of Labor & Industries or through a civil judgment by a court to have willfully violated any provision of chapter RCW 49.46, 49.48, or 49.52 RCW.
- 14) There have been no lawsuits or liens filed against my/our insurance or bonding agencies within the previous 5 years. If there have been lawsuits or liens filed against my/our insurance or bonding agencies, I/we have attached them to this form.
- 15) I/we are not submitting proposed Contract exceptions. If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Contractor submitting this Proposal, my name below attests to the accuracy of the above statements. Further, I understand that an electronic signature is as binding as a written signature.

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Name, Title

Date