

3. NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING PROPOSAL INFORMATION. Contractor certifies that Contractor has not: (1) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition; (2) improperly shared information with other Contractors in connection with this solicitation; and (3) made any attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. If there is evidence of such communication, collusion, or anti-competitive activities among Contractors, OSOS reserves the right to disqualify such Contractors. Contractor, however, freely may join with other persons or organizations for the purpose of presenting a joint proposal.
4. FIRM OFFER. Contractor certifies that its Proposal pertaining to the above-referenced solicitation is a firm offer which cannot be withdrawn for a time period of sixty (60) days from and after the proposal due date specified in the solicitation. OSOS may accept such Proposal, with or without further negotiation, at any time within such period. In the event of a protest, Contractor's Proposal shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.
5. CONFLICT OF INTEREST. Contractor certifies that, in preparing its Proposal, Contractor has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this solicitation or prospective contract and who was assisting in other than the employee's official, public capacity. Contractor further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Contractor's Proposal.
6. NO REIMBURSEMENT. Contractor certifies that Contractor understands that the State of Washington will not reimburse Contractor for any costs incurred in the preparation of Contractor's Proposal. All proposals become the property of the State of Washington, and Contractor claims no proprietary right to the ideas, writings, items, or samples unless so stated in the Proposal.
7. PERFORMANCE. Contractor certifies that Contractor understands that its submittal of a Proposal and execution of this Contractor's Certification certifies Contractor's willingness to comply with the terms of the contract, if awarded such. By submitting this Proposal, Contractor hereby offers to furnish the goods and/or services solicited pursuant to this solicitation in compliance with all terms, conditions, and performance requirements contained in this solicitation and the resulting contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this solicitation.
8. INSURANCE. Contractor certifies as follows (*must check one*):
 - CONTRACTOR HAS REQUIRED INSURANCE.* Contractor has attached a current, valid certificate of insurance for each and all of the required insurance coverages as specified in the contract (note: Contractor must attach the insurance certificate).
 - OR
 - CONTRACTOR WILL OBTAIN REQUIRED INSURANCE.* Contractor does not have a current, valid certificate of insurance for each and all of the required insurance coverages as specified in the contract but, if designated as the Apparent Successful Contractor, Contractor will provide such a certificate of insurance, without exception of any kind, to OSOS within twenty-four (24) hours of such designation or notification by OSOS or be deemed a nonresponsive Proposal.
 - OR
 - CONTRACTOR DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached

explanation (Contractor to provide), Contractor does not have a current, valid certificate of insurance for each and all of the required insurance coverages as specified in the contract and, if designated as the Apparent Successful Contractor would not be able to provide such a certificate of insurance to OSOS within twenty-four (24) hours of such designation.

9. DEBARMENT. Contractor certifies as follows (*must check one*):

NO DEBARMENT. Contractor and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

OR

DEBARRED. As detailed on the attached explanation (Contractor to provide), Contractor and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.

10. CRIMINAL OFFENSE. Contractor (including Contractor's officers) certifies as follows (*must check one*):

NO CRIMINAL OFFENSE. Contractor has not, within the three (3)-year period preceding the date of this solicitation, been convicted or had a civil judgment rendered against Contractor for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

CRIMINAL OFFENSE. As detailed on the attached explanation (Contractor to provide), within the three (3)-year period preceding the date of this solicitation, Contractor has been convicted or had a civil judgment rendered against Contractor for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Contractor certifies as follows (*must check one*):

NO WAGE VIOLATIONS. Contractor has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.

OR

VIOLATIONS OF WAGE LAWS. Contractor has been determined by a final and binding

citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.

12. CIVIL RIGHTS. Contractor certifies as follows (*must check one*):

COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. Contractor does not comply with all applicable requirements regarding civil rights.

13. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Contractor certifies as follows (*must check one*):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Contractor requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

14. TERMINATION FOR DEFAULT OR CAUSE. Contractor certifies as follows (*must check one*):

NO TERMINATION FOR DEFAULT OR CAUSE. Contractor has not, within the three (3)-year period preceding the date of this solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Contractor to provide), within the three (3)-year period preceding the date of this solicitation, Contractor has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Contractor certifies as follows (*must check one*):

TAXES PAID. Except as validly contested, Contractor is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

DELINQUENT TAXES. As detailed on the attached explanation (Contractor to provide), Contractor has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. FINANCIALLY SOLVENT. Contractor certifies as follows (*must check one*):

FINANCIALLY SOLVENT. Contractor is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any goods or services that are the subject of this solicitation.

OR

NOT FINANCIALLY SOLVENT. As detailed on the attached explanation (Contractor to provide), Contractor is not financially stable and solvent – i.e., Contractor does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the goods or services that are the subject of this solicitation.

17. LAWFUL REGISTRATION. Contractor, if conducting business other than as a sole proprietorship (e.g., Contractor is a corporation, limited liability company, partnership) certifies as follows (*must check one*):

CURRENT LAWFUL REGISTRATION. Contractor is in good standing in the State of Washington and the jurisdiction where Contractor is organized, including having timely filed all required annual reports.

OR

DELINQUENT REGISTRATION. As detailed on the attached explanation (Contractor to provide), Contractor currently is not in good standing in the State of Washington and/or the jurisdiction where Contractor is organized.

18. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Contractor certifies as follows (*must check one*):

CONTRACTOR IS REGISTERED WITH WASHINGTON SECRETARY OF STATE. Contractor is registered with the Washington Secretary of State, such registration is active, and Contractor has the following Unified Business Identifier (UBI) number: _____.

OR

CONTRACTOR WILL REGISTER WITH WASHINGTON SECRETARY OF STATE. Contractor is not registered with the Washington Secretary of State but, if designated as an Apparent Successful Contractor, Contractor will register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to OSOS within twenty-four (24) hours of such designation or notification by OSOS or be deemed a nonresponsive Proposal.

OR

CONTRACTOR IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE. Contractor is not registered with the Washington Secretary of State and Contractor declines to register with the Washington Secretary of State. *Note:* OSOS requires all awarded Contractors (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Contractors who are not registered will not be awarded a contract.

19. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Contractor certifies as follows (*must check one*):

CONTRACTOR IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Contractor is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ____ _.

OR

CONTRACTOR WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Contractor is not registered with the Washington State Department of Revenue but, if designated as an Apparent Successful Contractor, Contractor will register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to OSOS within twenty-four (24) hours of such designation or notification by OSOS or be deemed a nonresponsive Proposal.

OR

CONTRACTOR IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Contractor is not registered with the Washington State Department of Revenue and Contractor declines to register with the Washington State Department of Revenue. *Note:* OSOS requires all awarded Contractors (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Contractors who are not registered will not be awarded a contract.

20. SUBCONTRACTORS. Contractor certifies as follows (*must check one*):

NO SUBCONTRACTORS. If awarded a contract, Contractor will not utilize subcontractors to provide the goods and/or services subject to this solicitation.

OR

SUBCONTRACTORS. As detailed on the attached Exhibit A-2 Contractor's Profile and References, if awarded a contract, Contractor will utilize subcontractor(s) to provide the goods and/or services subject to this solicitation. In such event, Contractor further certifies that, as to the State of Washington, Contractor shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note:* Contractor must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. *Note:* If the TIN is a SSN, do not provide the SSN.

21. WASHINGTON SMALL BUSINESS. Contractor certifies as follows (*must check one*):

WASHINGTON SMALL BUSINESS. Contractor is a Washington small business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Contractor must meet three (3) requirements:

- *Location.* Contractor's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
- *Size.* Contractor must be owned and operated independently from

all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Contractor's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).

- *WEBS Certification.* Contractor must have certified its Washington small business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

- NOT WASHINGTON SMALL BUSINESS.* Contractor does not qualify as a Washington small business as defined in RCW 39.26.010.

22. CERTIFIED VETERAN-OWNED BUSINESS. Contractor certifies as follows (*must check one*):

- CERTIFIED VETERAN-OWNED BUSINESS.* Contractor is a certified veteran-owned business under RCW 43.60A.190. To qualify as a certified veteran-owned business, Contractor must meet four (4) requirements:

- *51% Ownership.* Contractor must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location.* Contractor must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification.* Contractor must have certified its veteran-owned business status in Washington's Electronic Business Solution ([WEBS](#)).
- *WDVA Certification.* Contractor must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website ([WDVA – Veteran-Owned Businesses](#)).

OR

- NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Contractor does not qualify as a certified

veteran-owned business.

23. REFERENCES. Contractor certifies that the references provided to OSOS have worked with Contractor and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to OSOS. Contractor hereby authorizes OSOS (or its agent) to contact Contractor's references and others who may have pertinent information regarding Contractor's prior experience and ability to perform the work set forth in this solicitation. Contractor hereby authorizes such individuals and firms to provide such references and release to OSOS information pertaining to the same.

Contractor further certifies that it shall provide immediate written notice to OSOS if, at any time prior to a contract award, Contractor learns that any of its certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

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 duly authorized to make these certifications on behalf of the Contractor listed herein.

CONTRACTOR NAME: _____
Print Name of Contractor – Print full legal entity name of the firm submitting the Bid

By: _____
Signature of Contractor's authorized person Print Name of person making certifications for Contractor

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

Return this Contractor's Certification to the RF [redacted] Coordinator at:
[redacted]