

	EXHIBIT B	PURCHASING DEPARTMENT 619 DIVISION ST. MS-7 PORT ORCHARD, WA 98366 PHONE: (360) 337-4788
	OFFER AND CERTIFICATION	

All information requested below must be provided. Failure to properly complete, sign and return the Proposal Certification may cause the Proposal to be rejected. Bidder, through the duly authorized undersigned representative (“Representative”) makes this certification as a required element of submitting a responsive bid. Bidder hereby offers and agrees to furnish the goods and services to the County in compliance with the Contract as defined in the instructions. Further, Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

BIDDER AND REPRESENTATIVE INFORMATION			
Legal Name of Bidder: (Provide <i>full legal name</i>)			
Bidder’s Trade Names			
Bidder’s Street Address:			
Bidder’s Website			
Bidder Organization Type: (Check applicable box)	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:		
State and Date of Formation:	Identify state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’		
Federal Tax ID No.			
Washington State UBI No.			
State Industrial Acct ID No.			
Representative’s Name/Title:			
Representative’s Address:			
Representatives Phone Nos			
Representative’s Email:			

Identify all Addenda received by Bidder:	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
	Addendum No/Date
Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please identify the individual/agency:	

CERTIFICATION: In signing this Offer and Certification form, Bidder certifies and affirms as follows:

1. UNDERSTANDING. Bidder has read, thoroughly examined, and fully understands all provisions, requirements and the scope of the Solicitation including all Exhibits, and the extent the local conditions affect the services to be provided, and the contract terms and conditions, amendments and clarifications to the Solicitation and agrees to abide by the same. Bidder will provide all services as requested in the Solicitation. Bidder will make no claim against the County based upon ignorance of conditions or misunderstanding of the Solicitation documents, or the goods and/or services to be provided.
2. FIRM OFFER. Bidder's Proposal is a firm offer which cannot be withdrawn for a period of **120 days** following the bid due date and time. County may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's Proposal shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
3. LEGAL CONSIDERATION. Bidder is responsible for complying with all applicable laws, rules, and regulations applicable to the goods and services to be provided under the Solicitation.
4. LIABILITY FOR ERRORS. County has used considerable efforts to ensure the information in the Solicitation is accurate, however the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Bidder understands and acknowledges that nothing in the Solicitation is intended to relieve the Bidder from its own due diligence in forming Bidder's own opinions and conclusions with respect to the matters addressed in the Solicitation. The County is not responsible for any errors or omissions by Bidder in preparing its Proposal. Compliance with this section and all Solicitation requirements are conditions precedent to Contract award and continuation of the Contract.
5. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES. Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation; that the Bidder's prices in the Proposal were arrived at independently without engaging in collusion, bid rigging, or any other illegal activity, and not for the purpose of restricting competition. Any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors were used to calculate the prices offered. Bidder certifies that Bidder has not and will not knowingly disclose its Proposal prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless required by law; and that Bidder has not and will 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. However, Bidder may join with other persons or organizations for the purpose of presenting a Proposal.
6. GIFT. Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public

servant in connection with this Proposal and any subsequent Contract. Bidders must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with the County.

7. CONFLICT OF INTEREST. In preparing this Proposal, Bidder has not been assisted by any current or former County employee whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
8. NO REIMBURSEMENT. Bidder understands the County will not reimburse Bidder for any costs incurred in preparing, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the bidder's own expense.
9. PERFORMANCE. Bidder understands that by submitting this Proposal Certification, Bidder hereby offers to furnish the goods and/or services requested in the Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
10. PUBLIC RECORDS. Bidder acknowledges all Proposals and other records submitted to the County in response to the Solicitation are the property of the County and subject to the Public Records Act (Act), Chapter 42.56 RCW. If the County receives a request under the Act to inspect or copy information identified by the Bidder as exempt from disclosure, the County's sole obligation will be to make a reasonable effort to notify the Bidder of the request and the date the exempt information will be released to the requestor unless the Bidder obtains a court order to enjoin disclosure. The County will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. The County has and assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the Bidder and will not be liable to the Bidder for the County's release of records that have been marked by the Bidder as exempt.
11. INSURANCE. Bidder will provide a current, valid Certificate of Insurance for all required insurance coverages as specified in the Contract within the timeframe requested by the County, but no later than the execution date of the Contract.
12. DEBARMENT.
 - NO DEBARMENT*. Bidder and its officers and directors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; **OR**
 - DEBARRED*. As detailed on the attached explanation (Bidder to provide), Bidder 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.
13. CRIMINAL OFFENSE, CIVIL JUDGMENT.
 - NO CRIMINAL OFFENSE, CIVIL JUDGMENT*. Bidder and its officers, directors, and managers have not, within the three year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers 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. Further, Bidder, and its officers, directors, and managers are 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, CIVIL JUDGMENT*. As detailed on the attached explanation (Bidder to provide),

within the three year period preceding the date of this Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers 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.

14. WAGE THEFT PREVENTION.

- NO WAGE VIOLATIONS.* Bidder 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 chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**
- VIOLATIONS OF WAGE LAWS.* Bidder 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 chapters 49.46, 49.48, or 49.52 RCW within three years prior to the above-referenced Solicitation date.

15. TERMINATION FOR DEFAULT OR CAUSE.

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three-year period preceding the date of this Solicitation, had one 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 (Bidder to provide), within the three-year period preceding the date of this Solicitation, Bidder has had one or more federal, state, or local governmental contracts terminated for cause or default.

16. TAXES.

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due by the Bidder and has filed all required returns and reports as applicable; **OR**
- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due by the Bidder and/or has not timely filed all required returns and reports as applicable.

17. LAWFUL REGISTRATION.

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports; **OR**
- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing with the State of Washington and/or the jurisdiction where Bidder is organized.

18. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE.

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has identified its Unified Business Identifier (UBI) number above; **OR**
- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent

Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by County or be deemed a nonresponsive bid; OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* County requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

19. SUBCONTRACTORS.

- NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Solicitation; OR
- SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Bidder certifies that, as to County, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

20. COOPERATIVE PURCHASING. **Yes** **No**, Chapter 39.34 RCW allows cooperative purchasing between public agencies, nonprofits, and political subdivisions. Bidder has the option to agree to provide goods and services at the Proposal prices, terms, and conditions, to other eligible governmental agencies. County has no responsibility for the payment of such purchases. Bidder needs to acknowledge if Bidder is willing to accept cooperative purchasing. Participation is not mandatory.

21. REFERENCES. The references submitted by Bidder have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to the County. Bidder authorizes the County (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder further authorizes such individuals and firms to provide references and release such information to the County.

22. REQUIRED LICENSES/CERTIFICATIONS. Bidder is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the Solicitation at the time of the bid and will remain so throughout the Contract term.

23. AUTHORIZATION. The undersigned certifies that he/she is an authorized representative of the Bidder identified above; is authorized to submit this bid and make these certifications on behalf of the Bidder; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith.

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20____