

APPENDIX A

CERTIFICATIONS AND ASSURANCES

ECM Software Product/Services

Issued by the State of Washington

I/we agree that submission of the attached Response constitutes acceptance of the solicitation contents and the attached sample contract 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.

I/we make the following certifications and assurances as a required element of the Response 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(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Response.
2. The attached Response is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by the WSDOT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60)-day period.
3. In preparing this Response, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Response 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 Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the WSDOT will not reimburse me/us for any costs incurred in the preparation of this Response. All Responses become the property of the WSDOT, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Response.
5. I/we agree to be responsible for adhering to all safety and construction guidelines and/or OSHA/WISHA safety requirements during all work operations. OSHA/WISHA guidelines and rules shall be followed and Vendor's adherence is subject to review by the State.
6. I/we agree to be responsible for making the arrangements for delivery, unloading, and storage of materials for each Project.

7. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Vendor or to any competitor.

8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition.

Signature/Title

Vendor Name

Printed Name

Date