

## EXHIBIT D — PROPOSER INFORMATION AND CERTIFICATION FORM

**Legal Name of Proposer:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_

**State of Incorporation:** \_\_\_\_\_ **Entity Type:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Oregon Business Registry Number (if required):** \_\_\_\_\_

**Certifications: Any individual signing below (the undersigned) hereby certifies they are an authorized representative of Proposer and that:**

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Amendments to this RFP.
3. Proposal is a Firm Offer for 130 days following the Proposal Due Date/Time.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated statement of work of the Contract.
5. The undersigned has authority and knowledge regarding Consultant's payment of taxes, and to the best of the undersigned's knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means (i) all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and (ii) any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; and (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
6. Proposer does not discriminate in its employment practices with regard to race, color, ethnicity, age, religious affiliation, sex, gender, sexual orientation, disability, marital status, or national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual

harassment, sexual assault and discrimination against employees who are members of a protected class as defined therein. Contracting Agency may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.

7. Proposer complies with ORS.652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a Protected Class. For purposes of this section, "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Proposer acknowledges that continuing compliance with this section constitutes a material element of this RFP and any resulting Contract and a failure to comply constitutes a breach that entitles the Contracting Agency to terminate any resulting Contract for cause.

Proposer acknowledges that it may not prohibit any of Proposer's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Proposer may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Proposer certifies that no officer, agent or employee of the State has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion or connection of any kind with any other Proposer and that the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

9. Proposer understands that any statement or representation contained in or attached to its Proposal, and any statement, representation, or application the Proposer may submit under any contract Contracting Agency may award under this RFP, that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), will be subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

10. Proposer is not engaged in the provision of broadband Internet access service, or if at any time Proposer is engaged in or may engage in the provision of broadband Internet access service Proposer is in compliance with Oregon Laws 2018, Chapter 88 (HB 4155) and applicable Public Utility Commission rules and will remain in compliance throughout the term of the Contract.

11. Proposer and Proposer's employees, agents, and subcontractors are not included on:

- A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
- B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>

12. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or

relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.

13. Proposer certifies that all contents of its Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

14. Proposer acknowledges that, at Contracting Agency's request, Proposer shall provide all necessary information to allow background checks ("Criminal Records Checks" also referred to as "CRCs" and individually as a "CRC") and screening of each employee or Sub-consultant employee before that employee will be allowed unescorted access to Contracting Agency's premises or be authorized to perform any Services under any resulting Contract to this RFP. Proposer acknowledges it must require each Consultant or Sub-consultant employee to complete the security clearance background request forms and submit these completed forms by mail, common carrier or hand carry to the Owner for screening. Proposer shall not submit completed CRC forms by email or other electronically transmitting means.

15. Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work (RFP Attachment A) at the time of Contract execution.

Authorized Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_