

**ATTACHMENT A – PROPOSER INFORMATION AND CERTIFICATION SHEET**

**LEGAL NAME OF PROPOSER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY, STATE, ZIP:** \_\_\_\_\_

**STATE OF INCORPORATION:** \_\_\_\_\_ **ENTITY TYPE:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_ **TELEPHONE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**OREGON BUSINESS REGISTRY NUMBER:** \_\_\_\_\_

**Any individual signing below hereby certifies they are an authorized representative of Proposer and that:**

1. Proposer understands and accepts the requirements of this RFGP. By submitting a Proposal, Proposer agrees to be bound by the Grant Agreement terms and conditions in Attachment D and as modified by any Addenda, except for those terms and conditions that OHA has reserved for negotiation, as identified in the RFGP.
2. Proposer acknowledges receipt of any and all Addenda to this RFGP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Grant Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Grant Agreement.
5. I have knowledge regarding Proposer’s payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, 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 service-disabled veteran owns or an emerging small business.
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. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.
8. Proposer’s continuing compliance constitutes a material element of a Grant Agreement and a failure to comply constitutes a breach that entitles OHA to terminate the Grant Agreement for cause.
9. Proposer 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.

- 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 Grant Agreement.
- 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/>
- 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 RFGP. 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 the Proposer (including any other forms or documentation, if required under this RFGP) 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 understands that any statement or representation it makes, in response to this RFGP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under a Grant Agreement being a "false claim" {ORS 180.750(2)} 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.
- 15.** Proposer acknowledges these certifications are in addition to any certifications required in the Grant Agreement and Program Description in Attachment D at the time of Grant Agreement execution.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name and Title)