

## APPENDIX E – Assurances & Certifications

1. I/we make the following certifications and assurances as a required element of the proposal 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 Subrecipient(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for restricting competition. However, I/we may freely join with other persons or organizations for presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by BEA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of BEA whose duties relate (or did relate) to this proposal or prospective sub- award, and who was assisting in other than his or her official, public capacity.
6. I/we understand that BEA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of BEA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for restricting competition.
10. I/we grant BEA the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
11. I/we accept and will abide by State of New Hampshire's Code of Conduct and Conflict of Interest Policy

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Signature of Bidder

Title

Date