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| **Attachment D**  **Applicant Certifications and Assurances** |

Applicant must sign and include the full text of this Attachment D with the Application. Altering or conditioning your certification of this Attachment D may result in your application being disqualified.

Under the penalties of perjury of the State of Washington, Applicant makes the following certifications and assurances as a required element of its Application. Applicant affirms the truthfulness of these facts and acknowledges its current and continued compliance with these certifications and assurances as part of its Application and any resulting contract that may be awarded by ORIA.

1. Applicant declares that all answers and statements made in Application are true and correct.

2. Applicant certifies that its Application is a firm offer for a period of 180 days following receipt by ORIA, and it may be accepted by ORIA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period.

3. Applicant has not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this Request for Applications and who assisted in other than his or her official, public capacity. If there are any exceptions to these assurances or if Applicant has been assisted, Applicant will identify on a separate page attached to this document each individual by: (a) name, (b) current address and telephone number, (c) current or former position with DSHS, (d) dates of employment with DSHS, and (e) detailed description of the assistance provided by that individual.

4. Applicant certifies that Applicant is not currently bankrupt or a party to bankruptcy proceedings and has not made an assignment for benefit of creditors and authorizes ORIA to conduct a financial assessment of Applicant in ORIA’s sole discretion.

5. Applicant acknowledges that ORIA will not reimburse Applicant for any costs incurred in the preparation of Application. All Applications shall be the property of ORIA. Applicant claims no proprietary right to the ideas, writings, items or samples submitted as part of its Application.

6. Applicant acknowledges that any contract award will incorporate terms set forth in the Sample Contract(s), including its attachments as set forth as Attachment F to the Request for Applications Document, or may, at ORIA’s option be negotiated further. ORIA may elect to incorporate all or any part of Application into the Contract.

7. Applicant certifies that it has made no attempt, nor will make any attempt, to induce any other person or firm to submit, or not submit, an Application for the purpose of restricting competition and that the prices and/or cost data contained in Application: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition or influencing application selection, and (b) have not been and will not be knowingly disclosed by the Applicant, directly or indirectly, to any other Applicant before contract award, except to the extent that Applicant has joined with other individuals or organizations for the purpose of preparing and submitting a joint Application or unless otherwise required by law.

8. Applicant acknowledges that if it is awarded a contract containing Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other Data Security requirements, that Applicant will incorporate the terms of such Business Associate or Data Security requirements into all related subcontracts.

9. Applicant acknowledges that if awarded a contract with ORIA, Applicant is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in contract termination. Applicant agrees to submit additional information about its nondiscrimination policies, at any time, if requested by ORIA.

10. Applicant certifies that Applicant has not, within the three-year period immediately preceding the date of release of this Request for Applications, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).

11. Applicant certifies that it has a current Business License and agrees that it will promptly secure and provide a copy of its Washington State Business License, unless Applicant is exempted from being required to have one, if Applicant is awarded a contract.

12. Applicant authorizes ORIA to conduct a background check of Applicant or Applicant’s employees if ORIA considers such action necessary or advisable.

13. Applicant has not been convicted nor entered a plea of *nolo contendre* with respect to a criminal offense, nor has Applicant been debarred or otherwise restricted from participating in any public contracts.

14. Applicant certifies that Applicant has not willfully violated Washington state’s wage payment laws within the last three years.

15. Applicant certifies that Applicant is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia’s invasion of Ukraine.

16. Applicant acknowledges its obligation to notify ORIA of any changes in the certifications and assurances above.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Applicant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place Signed (City, State):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_