

# **Applicant Certification and Assurances**

**RFQ # 1436-522**

**ESA Medical and Psychological Services**

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Under the penalties of perjury of the State of Washington, I make the following certifications and assurances as a required element of my Application for RFQ 1436-522. I affirm the truthfulness of these facts and acknowledge my current and continued compliance with these certifications and assurances as part of my Application and any resulting contract award with DSHS.

1. I declare that all answers and statements made in the Application are true and correct.
2. I certify that the prices and/or cost data contained in my Application: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and (b) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that I have joined with other individuals or organizations for the purpose of preparing and submitting a joint Application or unless otherwise required by law.
3. My Application is firm for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, my Application will remain valid for 210 days or until the protest is resolved, whichever is later.
4. I have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this procurement and who assisted in other than his or her official, public capacity. If there are any exceptions to these assurances or I have been assisted, I 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.
5. I acknowledge that DSHS will not reimburse me for any costs incurred in the preparation of my Application. All Applications become the property of DSHS and I claim no proprietary right to the ideas, writings, items or samples.
6. I acknowledge that any resulting contract awards will incorporate Special Terms and Conditions, Statement of Work, and General Terms and Conditions substantially similar to the sample contract attached to the procurement document.
7. I acknowledge that if I am awarded a contract that may contain Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other Data Security requirements, that I will incorporate the terms of such Business Associate or Data Security requirements into all related subcontracts.
8. I will comply with these or substantially similar Special Terms and Conditions, Statement of Work, and General Terms and Conditions if awarded a contract, and will negotiate in good faith any changes or modifications.
9. I acknowledge that if awarded a contract with DSHS, I am required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in

contract termination. I agree to submit additional information about my nondiscrimination policies, at any time, if requested by DSHS

10. I certify that I have a current Washington Business License, and agree to promptly provide a copy of the license if I am awarded a contract.
11. I 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.
12. I acknowledge and authorize DSHS to conduct a financial assessment and/or background check of my organization if DSHS considers such action necessary or advisable.
13. I acknowledge my obligation to notify DSHS of any changes in the certifications and assurances above.

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Signature

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Title

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Organization Name

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Date