# RISK, GOVERNANCE, AND COMPLIANCE SERVICES POOL

# rfP #25-06

## Exhibit C Certifications and Assurances

### CERTIFICATIONS AND ASSURANCES

The Offeror makes the following certifications and assurances as a required element of the Response to which it is included, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award and continuation of the contract resulting from this RFP. Any exceptions to these Certifications and Assurances must be described in full detail on a separate page(s) and attached to this document. The WSIB reserves the right to determine if such exception is substantive and a basis for disqualification.

1. Independent Preparation and Cost Determination
   * Prices and/or cost data have been arrived at independently, without consultation, communications, or agreement with any other Offeror or with any competitor for the purpose of restricting competition.
   * Unless otherwise required by law, the prices and/or cost data submitted have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror(s), prior to award, directly or indirectly to any other Offeror or to any competitor.
   * No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not submit a Response for the purpose of restricting competition.

Note: In order to ensure fair and equal competition between all Offerors, the development of Responses with the assistance of organizations or individuals outside the Offeror's organization must be declared in the Response and the name(s) of such organizations or individuals provided. Failure to acknowledge such assistance and to identify those providing it may result in the disqualification of the Response. No contingent fees for such assistance will be allowed to be paid under any contract or grant resulting from this RFP. However, the Offeror may freely join with other persons or organizations for the purpose of presenting a single Response.

1. Price Warrant

The costs quoted for services in response to this RFP do not exceed those charged any other client for the same services.

1. No Conflict of Interest

Offeror certifies that no condition exists with respect to Offeror, or any of its employees, regarding any current or past relationship with the WSIB that violates Chapter 42.52 RCW, “Ethics in Public Service.”

1. Evaluation Period

Offeror’s Response is a firm offer for a period of 120 days following receipt by the WSIB and may be accepted by the WSIB without further negotiation at any time within the 120-day period. In the event of a protest, Offeror’s bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.

1. Contacting References

Offeror hereby authorizes the WSIB (or its agent) to contact Offeror’s references and others who may have pertinent information regarding Offeror’s prior experience and ability to perform a contract, if awarded. Offeror hereby authorizes such individuals and firms to provide such references and release to the WSIB information pertaining to the same.

1. Acceptance Of Contract Terms

Offeror, by submission of a Response to this RFP and except as specifically noted in the Response, accepts the general terms set forth in the sample contract attached as an Exhibit to the RFP as part of their final contract, if selected.

1. Responsible Offeror Criteria

Offeror certifies that it is a “responsible bidder,” as defined in RCW 39.26.160(2)(f). This representation certifies that Offeror has not, within the last three (3) years, been determined to have willfully violated any provision of RCW 49.26 (Washington minimum wage laws), RCW 49.48 (Washington wage laws), or RCW 49.52 (Washington wage deduction laws).

1. Workers’ Rights (see, [Executive Order 18-03](https://governor.wa.gov/sites/default/files/exe_order/18-03%20-%20Workers%20Rights%20%28tmp%29.pdf))

Offeror <<<does>>> <<<does NOT>>> (***indicate one***) require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

1. Washington Statutory Nondiscrimination

During the term of an awarded Contract, Offeror, including any subcontractor: (a) shall not discriminate on the bases enumerated at RCW 49.60.530(3); and (b) shall give written notice of this nondiscrimination requirement to any labor organizations with which Offeror, or subcontractor, has a collective bargaining or other labor agreement.

The person(s) signing below warrant that all of the foregoing certifications and assurances are true to the best of their knowledge after reasonable efforts to obtain the truth. Offeror further certifies that it shall provide immediate written notice to the WSIB if, at any time prior to a contract award, Offeror learns that any of its certifications set forth herein were erroneous when submitted or have become erroneous by reason of changed circumstances.

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| Signature |  | Firm |
|  |  |  |
| Title |  | Date |