

EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	<input type="checkbox"/> No. 00719 – Purchase Card Services <input checked="" type="checkbox"/> No. 00819 – Fleet Card Services Indicate with a mark in the box, which category is being bid.		
Bidder:	<u>WEX Bank</u> Type/print full legal name of Bidder		
Bidder’s Address:	<u>7090 South Union Park Center, Suite 350, Midvale, UT 84047</u> Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input checked="" type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State of Formation:	<u>Utah</u> Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief:

- 1. UNDERSTANDING.** Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Master Agreement and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
- 2. ACCURACY.** Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. The facts declared here are true and accurate. Bidder further acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Master Agreement.
- 3. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder’s bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or

competitor before award of a Master Agreement, unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other person to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.

4. **FIRM OFFER.** Bidder agrees that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of one-hundred-eighty (180) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
 5. **CONFLICT OF INTEREST.** In preparing this bid, bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Master Agreement, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
 6. **NO REIMBURSEMENT.** Bidder understands that the State of Washington will not reimburse bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
 7. **PERFORMANCE.** Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Master Agreement if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and specifications contained in this Competitive Solicitation and the resulting Master Agreement or, if applicable, as detailed on a Contract Issue List (Exhibit E1), if permitted in this Competitive Solicitation.
 8. **INSURANCE.** Bidder certifies as follows (must check one):
 - BIDDER HAS REQUIRED INSURANCE.** Bidder has attached a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Agreement (note: Bidder must attach the Insurance Certificate).
- OR
- BIDDER DOES NOT HAVE REQUIRED INSURANCE.** As detailed on the attached explanation (Bidder to provide), Bidder either does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages as specified in the Master Agreement or, if designated as the Apparent Successful Bidder will provide such a Certificate of Insurance within twenty-four (24) hours or be deemed a nonresponsive bid.
9. **DEBARMENT.** Bidder certifies as follows (must check one):
 - NO DEBARMENT.** Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

- DEBARRED.** As detailed on the attached explanation (Bidder to provide), Bidder

and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. CRIMINAL OFFENSE. Bidder certifies as follows (must check one):

NO CRIMINAL OFFENSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

NO WAGE VIOLATIONS. Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

VIOLATIONS OF WAGE LAWS. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. PAY EQUITY: Bidder certifies as follows (must check one):

PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS. Bidder's similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Bidder may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona

fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

OR

- NO PAY EQUALITY FOR SIMILARLY EMPLOYED WORKERS.* Bidder's similarly employed individuals are NOT compensated as equals.

13. WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Bidder certifies as follows (must check one):

- NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

14. VETERAN-OWNED BUSINESS PREFERENCE. Bidder certifies as follows (must check one):

- VETERAN-OWNED BUSINESS.* Bidder is a Veteran-owned business as defined by RCW 43.60A.010(7).

OR

- NOT VETERAN-OWNED BUSINESS.* Bidder is not a Veteran-owned business as defined by RCW 43.60A.010(7).

15. SMALL BUSINESS PREFERENCE. Bidder certifies as follows (must check one):

- SMALL BUSINESS.* Bidder is a small business as defined by RCW 39.26.010(22).

OR

- NOT SMALL BUSINESS.* Bidder is not a small business as defined by RCW 39.26.010(22).

16. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

17. TAXES. Bidder certifies as follows (must check one):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has

arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES.** As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

18. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

- * **CURRENT LAWFUL REGISTRATION.** Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed of all required annual reports.

*WEX Bank is a Utah - regulated, FDIC insured industrial bank engaged in interstate commerce, and accordingly does not require registration to do business on a state-by-state basis.

OR

- DELINQUENT REGISTRATION.** As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

19. **SUBCONTRACTORS.** Bidder certifies as follows (must check one):

- NO SUBCONTRACTORS.** If awarded a Master Agreement, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

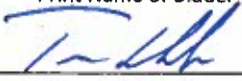
OR

- SUBCONTRACTORS.** As detailed on the attached explanation (Bidder to provide), If awarded a Master Agreement, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder agrees to assume responsibility for contract obligations and any liability for all such actions of such subcontractors. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: If the TIN is a SSN, provide only the last four (4) digits.

20. **REFERENCES.** Bidder authorizes Enterprise Services (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Master Agreement, if awarded. Bidder authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

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 duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME: WEX BANK
Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By: 
Signature of Bidder's authorized person

TIM LAUKKA
Print Name of bidder's authorized person

Title: PRESIDENT AND CEO
Title of Bidder's authorized person

Place: Salt Lake County, Utah
Print Name of bidder's authorized person

Date: 6/27/19

APPROVED
By Eleanor Duffus at 12:51 pm, Jun 24, 2019

Return Bidder Certification to Procurement Coordinator at:
veronica.field@des.wa.gov