

NASPO ValuePoint
PARTICIPATING ADDENDUM

FLEET CARD SERVICES
(2021-2026)
Led by the State of **Washington**



PARTICIPATING ADDENDUM – PADD#20256792

Master Agreement #: 00819

Contractor: WEX BANK

Participating Entity: STATE OF IDAHO

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Fleet Card Services led by the State of Washington for use by state agencies and other entities located in the Participating State of Idaho authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Value: The estimated value of this PA is \$500,000.00 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity. However, Participating Entity will remain liable for all transactions completed pursuant to this Participating Addendum.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Cory Herzog
Address:	1 Hancock Street, Portland, ME 04101
Telephone:	Office (801-347-9379
Fax:	
Email:	cory.herzog@wexinc.com

Participating Entity

Name:	Mike Gwinn
Address:	650 W. State Street
Telephone:	208-332-1617
Fax:	208-327-7320
Email:	Contractadmin@adm.idaho.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

Participating Entity Modifications and Additions to the Master Agreement: The following changes modify or supplement the Master Agreement terms and conditions.

- 5.1. Governing Law: Notwithstanding any provision to the contrary, the State of Idaho's PA and all orders issued under the PA by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in full force and effect.
- 5.2. Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.
- 5.3. Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73- 0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. For the avoidance of doubt, the

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Contractor is solely responsible for any corporation, franchise, or other similar tax or any tax imposed in its jurisdiction of residence with respect to, or measured by, income or gain incurred as a result of doing business with the State. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

- 5.4. Certification Concerning Boycott of Israel: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 5.5. Certification Concerning Government of China: Pursuant to Idaho Code section 67- 2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- 5.6. Certification Concerning Boycott of Various Industries: Pursuant to Idaho Code section 67-2347A (effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.



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- 5.7. Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9- 406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

- 5.8. Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as “exempt,” if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor’s failure to designate specific information within the document as exempt. The Contractor’s failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim. For the avoidance of doubt, Participating Entity may disclose information it is legally required to disclose pursuant to applicable law, provided that Participating Entity will use reasonable efforts to notify the Contractor prior to disclosure.

5.9. Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho; Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

6. Reserved:

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7. Insurance:

- 7.1. Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.
 - 7.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 7.2. Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000 each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.
- 7.3. Contractor must provide either a certificate of workers compensation insurance issued by an insurance carrier licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- 7.4. State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.
- 7.5. The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing a certificate of insurance showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured.

- 7.6. Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

- 7.7. Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.
8. Orders: Any order placed by a Participating Entity shall governed by the prices and other terms and conditions of the Master Agreement.
9. Term and Renewal: The Participating Addendum is valid upon signature of both parties and shall expire upon the expiration date of Master Agreement #00819.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Idaho Division of Purchasing	Contractor: WEX Bank
Signature: 	Signature:  APPROVED 10/10/2025 10:10 AM
Name: Mike Gwinn	Name: Jason Price
Title: Contract Administration Supervisor	Title: President
Date: October 10, 2025	Date: 10/10/2025

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]