

STATE OF NEVADA STATEWIDE CONTRACT VIA COOPERATIVE

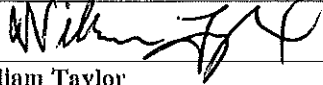
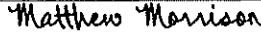
Nevada Contract No.	99SWC-NV26-25999
Cooperative Contract No.	PO-10700-00050035 (NASPO)
Solicitation No. and Agency	#S-10700-00011242 (Oregon)
Title	Passenger Vehicle Rental Services and Box Truck Rental

Government Entity	Nevada State Purchasing of the Department of Administration (State Purchasing)		
Address	515 E Musser St, Ste 300		
City, State, Zip Code	Carson City, NV 89701		
Contact	Henther Moon, Purchasing Officer II		
Phone	775-531-3309	Email	hmoon@admin.nv.gov

Contractor	EAN Services, LLC		
Address	600 Corporate Park Drive		
City, State, Zip Code	St. Louis, MO 63105		
Contact	Ryan Benhoff		
Phone	314-928-3079	Email	Ryan.J.Benhoff@em.com

1. **SCOPE.** This purpose of this contract is to provide Passenger Vehicle Rental Services and Box Truck Rental as described in the Cooperative Contract referenced above.
2. **TERM.** This contract shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Cooperative Contract, as amended, unless this contract is terminated sooner in accordance with the terms set forth herein.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. NEVADA STATEWIDE CONTRACT TERMS
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. The Cooperative Contract referenced above.
 - B. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: EAN Services, LLC
Signature: 	Signature: 
Name: William Taylor	Name: Matthew Morrison
Title: Administrator	Title: Assistant Secretary
Date: 8.15.2025	Date: 8/14/2025

NEVADA STATEWIDE CONTRACT TERMS

1. **PARTICIPATION.** The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.
 - 1.1. **STATE EXECUTIVE BRANCH AGENCIES.** All state "Using Agencies", as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150. This includes appointed indigent defense counsel under NRS 7, 178, and 180.
 - 1.2. **LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL.** Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
 - 1.3. **NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS.** The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
2. **ADMINISTRATIVE FEE**
 - 2.1. Contractor shall pay a quarterly administrative fee payable to "State of Nevada Purchasing Division." Administrative fee is one percent (1%) of all base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Traveler, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period.
 - 2.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within sixty (60) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
 - 2.4. **STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT**
 - 2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.
 - 2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVOtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5. **STATEWIDE CONTRACT QUARTERLY USAGE REPORT**
 - 2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVOtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5.3 **Data Elements**
 - A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
 - B. Customer Type. Indicate type of entity making the purchase.

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1. S=State Executive Branch Agency
2. E=University and Community College
3. P=Political Subdivision
4. O=Other Entity

- C. Authorization Number, Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter "P-Card."
- D. Purchase Description, Description of the product(s) or service(s) purchased.
- E. Quantity, Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price, Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost, Extended cost of purchase line—quantity delivered x unit price charged.

- 2.6. **FEE PAYMENT AND REPORT SCHEDULE.** Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	Report Due
September 30	November 29
December 31	March 1
March 31	May 30
June 30	August 29

- 2.7. **REPORT MODIFICATIONS.** The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.
- 2.8. **TIMELY REPORTS AND FEES.** If an administrative fee is not paid and quarterly reports are not received within sixty (60) calendar days of quarter end, then Contractor will be in material breach of this contract.
3. **ORDER OF PRECEDENCE.** This contract (comprised of these Nevada Statewide Contract Terms, Nevada Contract No. 99SWC-NV26-25999, and the Cooperative Agreement) shall be the primary document for all Orders. An Order, Quote, Service, Agreement, or Purchase Order can dictate an order of precedence, but cannot supersede this contract. Any amendment to the Cooperative Agreement shall be deemed incorporated into this contract unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto. Any conflict between these terms and the Cooperative Agreement will be resolved in favor of these terms.
4. **ORDERS.** Any Order placed by a governmental entity for a Product and/or Service available from this master agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The cooperative contract number and/or state contract number must appear on every Quote/Purchase Order placed under this contract.
5. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in *Participation* will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in *Participation* can purchase directly and be billed by vendor. Orders placed and paid via credit card do not require a PO.
6. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the contract.
7. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).
8. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not:
 - (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or

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heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages. As a result of Nevada's position regarding indemnity, Nevada acknowledges and agrees that Nevada will not have youthful drivers pursuant to Exhibit 3, Section 1.2.5 (Youthful Driver Parameters) of the Cooperative Agreement, and Nevada will not utilize Signature on File pursuant to Exhibit 4, Section 1.26 (Signature on File) of the Cooperative Agreement.

9. **GOVERNING LAW.** This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

10. FEDERAL LAWS AND AUTHORITIES

- 10.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 10.2. **COMPLIANCE.** Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
 - 10.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291
 - 10.2.2 Clean Air Act, 42 U.S.C. 7506(c)
 - 10.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.
 - 10.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - 10.2.5 Executive Order 11988, Floodplain Management
 - 10.2.6 Executive Order 11990, Protection of Wetlands
 - 10.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
 - 10.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.
 - 10.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.
 - 10.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
 - 10.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
 - 10.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
 - 10.2.13 Age Discrimination Act, PL 94-135
 - 10.2.14 Civil Rights Act of 1964, PL 88-352
 - 10.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
 - 10.2.16 Executive Order 11246, Equal Employment Opportunity
 - 10.2.17 Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
 - 10.2.18 Rehabilitation Act of 1973, PL 93, 112
 - 10.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
 - 10.2.20 Executive Order 12549 – Debarment and Suspension
 - 10.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148
 - 10.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
 - 10.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
 - 10.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
 - 10.2.25 Americans With Disabilities Act of 1990, PL 101-336
 - 10.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191
 - 10.2.27 Equal Pay Act of 1963, PL 88-38
 - 10.2.28 Genetic Information Nondiscrimination Act, PL 110-233

11. ADDITIONAL TERMS

- 11.1. **LIABILITY PROTECTION FOR BOX TRUCK.** For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000, upon the terms and subject to the limitations set forth in the Master Agreement and herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical

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payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.

- 11.2. **PERSONAL USE.** Contractor is offering Authorized Users the opportunity for a discount of up to 5% off publicly available retail rates when renting from the brands specified in the Cooperative Agreement for personal use. To access applicable personal use rates and/or book, use Account Number XZ54144 and XZ54250. Note that the terms and conditions of the Cooperative Agreement and these terms shall not apply to personal use rentals, which shall be governed solely by the terms and conditions of the applicable Rental Contract.
- 11.3. **ONE-WAY DROP FEE.** The one-way drop fee for Enterprise brand Home City locations (meaning not including Airport locations) in-state one-way rentals (i.e., vehicles picked up and dropped off in Nevada) shall be \$0.00.