



Participating Addendum N-2025-RENT-0002
for
Passenger Vehicle and Box Truck Rentals
between
the State of Alaska
and
EAN Services, LLC

This Participating Addendum is entered into by **the State of Alaska** ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number PO-10700-00043390, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rentals ("Master Agreement")

EAN Services ("Contractor")
 600 Corporate Park Drive
 St. Louis, MO 63105

I. PARTICIPATING STATE SHALL PARTICIPATE IN:

- a. **Passenger Vehicle Rental** ☐
- b. **Box Truck Rental Only** ☐
- c. **Both Vehicle and Box Trucks** ☒

II. PARTICIPATING ADDENDUM CONTACTS.

For Contractor:	For Participating Entity:
Ryan Benhoff	Rick Cottrell
Sales Director	Contracting Officer III
Ryan.J.Benhoff@em.com	rick.cottrell@alaska.gov
314-928-3079	907-465-2281

Any notice required herein shall be sent to the above.

III. TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

IV. PARTICIPATION AND USAGE. Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts and may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory, applicable provisions. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

V. GOVERNING LAW. This Addendum and any orders placed through this Addendum are governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.



- VI. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

Services. All services available through the Master Agreement may be offered and sold by the Contractor to Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to the Contractor within ninety (90) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VII. REQUEST FOR SERVICES.** Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the applicable CD number. Any Authorized User may reserve a Passenger Vehicle or a Box Truck via a Request for Services by using the Account Number provided by Contractor to the Purchasing Entity. Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. **Required Reports:** Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: description of items purchased, date of purchase, contract price, retail price, the extended price for each transaction, and purchasing entity. Purchasing entities include those eligible mentioned in section III of this participant addendum.

These reports are due 60 days after the end of the quarter.

First Quarter:	July 1	through September 30
Second Quarter:	October 1	through December 31
Third Quarter:	January 1	through March 31
Fourth Quarter:	April 1	through June 30

- b. **Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via ACH, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to 1.5% 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.
- i. Contractor must include the PA Number on the check. The check must also reference the applicable fiscal quarter/year (or date span) to ensure proper receipt and accounting. Those checks submitted to the State without this information may be returned to Contractor for additional identifying information.
- ii. Administrative fee checks shall be submitted to:

**State of Alaska
Department of Administration
ATTN: Office of Procurement and Property Management
PO Box 110214**



Juneau, AK 99811-0214

- iii. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the Participating Entity.
- iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- v. Administrative fee payments are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Nov 29
State Fiscal Quarter 2 (Oct 1 - Dec 31):	March 1
State Fiscal Quarter 3 (Jan 1 - Mar 31):	May 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Aug 29

- vi. The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Vendors may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link:.
- c. Any quarter with zero sales must be reported as zero sales. This should still go to doa.oppm.vendorreport@alaska.gov, with a Cc to the assigned contracting officer if desired, but the vendor reporting email should always be the primary email for these reports, with or without sales.

IX. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. **Appendix B**, provided that the parties acknowledge and agree that Article 1 (Indemnification) set forth in Appendix B shall not apply and instead the indemnification clause set forth in Section 9 of the Master Agreement shall apply.

X. INSURANCE. Each insurance policy required by this contract and participating addendum, including a Subcontractor's policy, shall include the State of Alaska as an additional insured (with the exception of the Workers' Compensation) and waive their rights of subrogation against the State of Alaska. The state will not accept a Memorandum of Insurance (MOI).

The Contractor shall provide the State of Alaska certificate(s) of insurance necessary for the State to ensure compliance with the insurance provisions of this Addendum. The Contractor must keep the required insurance in effect during the full term of the contract including all renewals or extensions. Current certificates of insurance must be provided to the state prior to the expiration date of any required coverage; to include providing certificates of insurance for Subcontractors as applicable.

Upon request, Contractor shall provide a copy of the policy or policies or shall allow the State to inspect a copy of the policy or policies. Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all the remedies provided in the contract for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of the solicitation or subsequent contract. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

The higher coverage limit(s) will be applicable in the event there is a discrepancy between the master agreement and State of Alaska insurance requirements as determined by the Division of Risk Management.

Passenger Vehicle and Box Truck Rentals
Between the State of Alaska and
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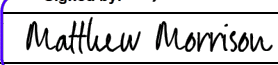


- XI. BUSINESS LICENSE:** Contractor shall within 30-days provide a copy of the Alaska Business License and shall maintain a valid business license during the term of the Master Agreement and any renewals or extensions granted by the Lead State.
- XII. CANCELLATION.** By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum ([Alaska Administrative Order No. 352](#)).
- XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.
- XIV. DROP FEE.** Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of Alaska shall be \$0.00.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR: EAN Services, LLC	PARTICIPATING ENTITY: State of Alaska
Signature: 	Signature: 
Printed Name: Matthew Morrison	Printed Name: Rick Cottrell
Title: Assistant Secretary	Title: Contracting Officer III
Date: September 12, 2025 7:54 AM PDT	Date: 9/12/2025