

**State Bureau of Procurement
Enterprise and DOA NEW Contract Analysis and Justification**

1. Contract Information:

- Contract Number: 505ENT-M25-PASS&BOXRTL-00
- Contract Title: Passenger Vehicle and Box Truck Rentals
- Awarded Vendor(s):
 - Hertz Corporation (505ENT-M25-PASS&BOXRTL-02)
 - **EAN Services, LLC (505ENT-M25-PASS&BOXRTL-01)**
- Date of Award: July 1, 2025
- Analysis Prepared By: Ron Hooker; 608-266-9872; ronald.hooker1@wisconsin.gov
- Date Prepared: October 14, 2025

2. Contract Term:

- Original Term: Thirteen months, from July 1, 2025 to August 1, 2026
- Renewal Terms: Four, one-year renewals, from August 1, 2026 to July 31, 2030

3. Description Of Contract: The NASPO Value Point Passenger Vehicle and Box Trunk Rentals provides for the rental of passenger and box truck rentals. The following two product categories were awarded: (1) passenger vehicle rental; and (2) box truck rental. Pricing is based on passenger vehicles and box truck rental category, length of rental, and location of rental. This is a mandatory contract available to be used by all State agencies and campuses, as well as municipalities and tribes. The most frequently rented vehicle class is the passenger sedan. The contract fulfills the State's needs for the rental of passenger vehicles and box trucks, which are typically used on a regular basis.

4. Estimated Dollar Value of the Contract: The annual spend on the previous contract was approximately \$3.2 million. The anticipated spend for the life of this contract is \$16 million.

5. Type Of Procurement Method Used: RFP S-10700-00011242 was conducted through NASPO ValuePoint, with Oregon as the lead state.

6. Market Research and Pricing Comparisons: The contract offers the ability to rent vehicles from local, Wisconsin-based rental facilities. There are no other contracts available that offer the use of local companies to provide these services.

7. Vendors: Two vendors submitted proposals in response to the RFP. The State is contracting with both Hertz Corporation and EAN Services, LLC (the parent company of Enterprise Rent-A-Car) based on rental availability and previous contract usage. The State contracted with both on the previous NASPO vehicle rental contract.

Hertz Corporation signed the NASPO master agreement on January 31, 2025. The State negotiated and signed a new Participating Addendum with Hertz, effective May 14, 2025.

EAN Services, LLC signed the NASPO master agreement on July 1, 2025, and the State has negotiated the attached Participating Addendum.

8. Results of Contract Negotiation: The model Participating Addendum used references the master agreement. Insurance language was added to the Participating Addendum, which was reviewed and approved by Risk. The State negotiated a reduction in the drop fee for one-way rentals from \$75 to \$50. EAN Services, LLC requested edits to the State's standard terms and conditions, which Legal reviewed. Agreed upon standard terms and conditions are attached.
9. Attachments:
Participating addendum with EAN Services, LLC with attachments

Participating Addendum Number 505ENT-M25-PASS&BOXRTL-01
for
Passenger Vehicle and Box Truck Rental
between
State of Wisconsin
and
EAN Services, LLC

This Participating Addendum is entered into by State of Wisconsin (“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-10700-00050035, executed by Contractor and the State of Oregon (“Lead State”) for Passenger Vehicle and Box Truck Rental (“Master Agreement”):

EAN Services, LLC (“Contractor”)
600 Corporate Park Dr.
St. Louis MO, 63105

I. Participating State shall participate in:

- a. **Passenger Vehicle Rental Only** ☐
- b. **Box Truck Rental Only** ☐
- c. **Both Passenger Vehicle and Box Trucks** ☒
- d. **Personal Use is allowed under this PA as mutually agreed upon with Participating Entity and Contractor.** ☒

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Ryan Benhoff
Sales Director
Ryan.J.Benhoff@em.com
(314) 928-3079

Participating Entity’s contact for this Participating Addendum is:

Ron Hooker
Contract Manager
Ronald.Hooker1@wisconsin.gov
(608) 266-9872

III. TERM. This Participating Addendum is effective as of the date of the last signature below or 9/15/2025 whichever is later, 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 in the Master Agreement or herein.

IV. PARTICIPATION AND USAGE This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. 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. The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

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.

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

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum 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 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.

See Wisconsin Attachment A

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity must identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to reasonably comply with the requirements set forth therein.

- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Wisconsin Attachment A: Participating Entity Modifications and additions to Master Agreement Terms and Conditions
 - i. Attachment 1: State of Wisconsin Standard Terms and Conditions
 - ii. Attachment 2: Cooperative Purchasing Agreement

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
 Ryan Benhoff
 Sales Director
 Ryan.J.Benhoff@em.com
 (314) 928-3079

For Contractor:
 Enterprise Mobility
 Attn: General Counsel
 600 Corporate Park Dr.
 St. Louis, MO 63105

For Participating Entity:
 Ron Hooker
 Contract Manager
 Ronald.Hooker1@wisconsin.gov
 (608) 266-9872

XII. CERTIFICATE OF LIABILITY INSURANCE

The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages, which may be provided by Contractor via either policies of insurance or as a self-insurer:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 million
	Personal Injury	\$1 million
	Each Occurrence	\$1 million
Automobile Liability (including contractual liability) used or operated by the Contractor written on an occurrence basis	Combined single limit	\$1 million
Excess Liability, Umbrella Form	Combined single limit per Occurrence	\$5 million
Property Damage	Each Occurrence	\$1 million
	Aggregate	\$1 million
Workers Compensation and Employer Liability	As required by Wisconsin law	As required by Wisconsin law

- XIII. 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 payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.
- XIV. DROP FEES.** 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 Wisconsin shall be \$50.00.
- XV. 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.

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

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.

PARTICIPATING ENTITY:

DocuSigned by:

E70A1AADB106453...
Signature
Cheryl Edgington
Printed Name
Bureau Director
Title
10/21/2025 | 4:00 PM CDT
Date

CONTRACTOR:

Signed by:

1CB96C02984C4E0...
Signature
Matthew Morrison
Printed Name
Assistant Secretary
Title
10/14/2025 | 12:27 PM CDT
Date

State of Wisconsin

1. Wisconsin Contract Number is **505ENT-O25-PASS&BOXRTL-01**.
2. The State of Wisconsin Standard Terms and Conditions (DOA-3054A, revised R 07/2025) as attached become part of this Participating Addendum. (Attachment 1).
3. The State of Wisconsin's Participating Addendum will be governed by the Master Agreement and the State of Wisconsin's additional terms and conditions.
4. The State of Wisconsin Standard Terms and Conditions shall prevail if there is a conflict between Wisconsin's and NASPO ValuePoint's Terms and Conditions.
5. The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333, revised R05/2015) to allow municipalities, as defined on the Agreement, to purchase through this addendum. (Attachment 2)
6. Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the Participating State's equipment purchases within the quarter. The report must include, at a minimum, Order date, Order Number/Purchase Order Number, Name of the purchasing entity, Item Description, Unit of Measure, Quantity Ordered, Unit List Price, Extended List Price, Unit Contract Price, Extended Contract Price, Additional Shipping/Delivery costs if applicable. Additional lines at the end of the report will detail each quarter and year to date total contract spend.

The activity report is due no later than 60 calendar days after the end of each quarter from the start of the contract date (see below).

Quarter 1: January 1 through March 31 (Due on or before May 31)

Quarter 2: April 1 through June 30 (Due on or before August 31)

Quarter 3: July 1 through September 30 (Due on or before November 30)

Quarter 4: October 1 through December 31 (Due on or before February 28 or 29)

Reports must be emailed to State of Wisconsin, Dept. of Enterprise Operations, Attn: Ron Hooker at Ronald.Hooker1@wisconsin.gov ; DOA Contract Usage Reporting at doaescontractusagereporting@wisconsin.gov

7. Either party may terminate this contract at any time upon 30-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective.
8. This Participating Addendum shall be effective upon approval by Wisconsin's Department of Administration and shall continue until the end of the NASPO ValuePoint contract unless terminated early in accordance with the terms and conditions of the NASPO ValuePoint contract or this Participating Addendum.

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or non-receipt of funds from the Legislature or federal government or for failure of the contractor to comply with terms, conditions, and specifications of this contract. If funds are not appropriated, the State of Wisconsin or the applicable Municipality shall be obligated to cancel any future reservations.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall, with respect to the acts or omissions of the contractor and/or any of its employees or agents (but not any renters or permissive operators under a rental contract):

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. Notwithstanding the foregoing, the contractor shall have the right, at its option, to self-insure any or all of the risks to the extent permitted by applicable law.

The state reserves the right to require higher or lower limits where reasonably warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to the extent permitted by federal law to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: These Standard Terms and Conditions (DOA-3054) shall apply to all orders.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

State of Wisconsin
 Department of Administration
 Division of Enterprise Operations
 DOA-3333 (R05/2015)



State Bureau of Procurement
 101 East Wilson Street, 6th Floor
 Post Office Box 7867
 Madison, WI 53707-7867
 FAX (608) 267-0600
<http://vendomet.state.wi.us>

Vendor Agreement

Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

☒ **MANDATORY:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

☐ **OPTIONAL:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

☒ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):

N/A. Municipalities will receive the same services and be bound by the same obligations as State, as outlined in the Participating Addendum.

Signature Signed by: 		Date (mm/dd/ccyy) 10/14/2025 12:27 PM CDT	
Name (Type or Print) Matthew Morrison		Title Assistant Secretary	
Company EAN Services, LLC		Telephone (314) 512-5000	
Address (Street) 600 Corporate Park Drive	City Saint Louis	State MO	ZIP + 4 63105
Commodity/Service Passenger Vehicle Rental and Box Truck Rental		Request for Bid/Proposal Number PO-10700-00050035	