

Participating Addendum Number NVP_PO-10700-00050035
for
Passenger Vehicle and Box Truck Rental
between
State of Montana
and
EAN Services, LLC

This Participating Addendum is entered into by State of Montana ("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 for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

EAN Services, LLC
600 Corporate Park Drive
St. Louis, MO 63105

I. PARTICIPATING STATE SHALL PARTICIPATE IN:

- a. Both Passenger Vehicle and Box Trucks
- b. 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
EAN Services, LLC
Ryan.J.Benhoff@em.com
(314) 928-3079

Participating Entity's contact for this Participating Addendum is:

Nolan Harris
State Procurement Services Division
Cooppurchasing@mt.gov
(406)-444-7210

- 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 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 Orders 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 the 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.
 - b. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum.

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Passenger Vehicle and Box Truck Rental**

Between **State of Montana** and
EAN Services, LLC

Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of the Participating Entity and Contractor within ten (10) 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. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the applicable CD Number on an Order. Each Order 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. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. ORDER OF PRECEDENCE.**
- a) Participating Entity's State Terms and Conditions (Attachment A);
 - b) Participating Entity's Federal State Terms and Conditions (Attachment B);
 - c) Participating Entity's Program Rates (Attachment C);
 - d) This Participating Addendum;
 - e) The Master Agreement;
 - f) The Solicitation including all Addenda; and
 - g) Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment(s) hereto, no other terms and conditions shall apply, including terms listed or referenced on Contractor's website, in Contractor's quotations or in similar documents subsequently provided by Contractor, unless otherwise agreed by the Parties. Participating Entity's Participating Addendum and Attachments shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with Contractor under the terms of the Master Agreement.

- X. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:
EAN Services, LLC
Attn: General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

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For Participating Entity:
Nolan Harris
State Procurement Services Division
Cooppurchasing@mt.gov
(406)-444-7210

- XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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.

PARTICIPATING ENTITY:

Signed by:

49E3FEF749664B6...
Signature

John Thomas
Printed Name

Chief Procurement Officer
Title

10/23/2025
Date

CONTRACTOR:

Signed by:

1BB78059654C4E7...
Signature

Matthew Morrison
Printed Name

Authorized Officer
Title

10/23/2025
Date

Approved as to Legal Content:

Signed by:

3C947270DF6E49A...
Legal Counsel 10/23/2025
(Date)

Approved as to Form:

Signed by:

B31066F651434E1...
State Procurement Services Division 10/23/2025
(Date)

NVP_PO-10700-00050035 Attachment A:

State Terms and Conditions

The following terms and conditions govern during the term of the Participating Addendum (PA).

1. PAYMENT TERM

All payment terms are computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. State is allowed 30 days to pay such invoices. All contractors are required to provide banking information at the time of PA execution in order to facilitate State electronic funds transfer payments.

Withholding of Payment. State may withhold disputed payments to Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) during such time as the parties are working in good faith to resolve the dispute and shall pay the agreed upon amount promptly after resolution. The withholding may not be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. Contractor is not relieved of its performance obligation if such payment(s) is withheld.

2. U.S. FUNDS

All prices and payments must be in U.S. dollars.

3. REFERENCE TO PA

The Purchase Order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the PA contract.

4. STATE OF MONTANA ADMINISTRATIVE FEE

The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for 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 Authorized User, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period under this Contract. The prices paid to Contractor must include the 1.5% Administrative Fee. Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to State of Montana Contracts Officer (CO). This Administrative Fee is effective upon execution of this PA.

5. REQUIRED REPORTING

Contractor shall submit quarterly reports to the CO assigned by State to manage this Contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 60 days after the end of the quarter as follows:

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

6. TAXES

6.1 Payment. Contractor shall pay all property and sales taxes, if any.

6.2 Exemption. State of Montana shall provide Contractor with sufficient documentation that it is exempt from Federal Excise Taxes (#81-0302402), except as otherwise provided in the federal Patient Protection and Affordable Care Act (P.L. 111- 148, 124 Stat. 119).

6.3.1 Certificate. All purchasers under this PA shall provide Contractor with a tax exemption certificate for all purchase

7. DELIVERY (RESERVED.)

8. INSURANCE

8.1 Specific Requirements for Commercial General Liability

Contractor shall purchase and maintain coverage at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate per year with respect to the acts or omissions of Contractor and/or any of its employees or agents. For purposes of clarity, Contractor’s rental contract with renters or permissive operators is separate and not incorporated into this agreement. Notwithstanding the foregoing, Contractor has the right, at its option, to self-insure any or all of the risks to the extent permitted by applicable law..

Contractor’s insurance policy shall include a waiver of subrogation clause in favor of the State of Montana.

9. RECORD ACCESS AND RETENTION

9.1 Access to Records. Contractor shall provide State, the Montana legislative auditor, or its authorized agents access to any records necessary to audit for Contract compliance. State may terminate this Agreement, without incurring liability, for Contractor’s refusal to allow access as required by this Section. (18-1-118, MCA.)

9.2 Retention Period. Contractor shall retain all records related to this Contract for 6 years following the termination or expiration of this Contract.

10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any portion of this Contract without the express written consent of State, which shall not unreasonably withhold consent. (Section 18-4-141, MCA.)

11. WARRANTIES

11.1 Warranty of Products (RESERVED.)

11.2 Warranty of Services

Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

11.3.1 Warranty of Title (RESERVED.)

11.3.2 Warranty on Safety and Health Requirements (RESERVED.)

11.5 Manufacturer Warranties (RESERVED.)

11.6 Warranties Cumulative

The warranties in this Section are in addition to any other warranties provided in this Contract. All warranties are cumulative and are intended to afford the Participating Entity the broadest warranty protection available.

12. PUBLIC INFORMATION

This Contract and all related documents are subject to disclosure pursuant to Montana public information laws. Unless protected by a State exception to public disclosure, State of Oregon's Master Agreement Sections 14.2 Confidentiality, 14.2.2 Nondisclosure, and 14.3 Injunctive Relief are specifically not incorporated herein. Under Montana public information laws, unless information meets an exception to the public's right to know, this Contract, referenced documents, including pricing documents, are all deemed public information.

13. RIGHT TO ASSURANCE

If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under these Terms and Conditions, State may demand in writing that Contractor

give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at State's option, be the basis for termination and pursuing the rights and remedies available to State.

14. STOP WORK ORDER

State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the required work for the period of days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a Stop Work Order issued under these terms and conditions. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under these terms and conditions is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Contract Manager shall make the necessary adjustment in the delivery schedule or price, or both, and the services shall be amended in writing accordingly.

15. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

15.1 Indemnities by Contractor

Contractor agrees to protect, defend, and save State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against claims, demands, causes of actions of any kind or character, including the costs of defense thereof, from a third party claim on account of bodily or personal injuries, death, or damage to property arising out of Contractor's or its employees' or agents' negligence or intentional acts under this agreement.

15.2 Coordination of Defense

Contractor acknowledges that under Montana law, the Montana Attorney General may participate in an action involving State.

15.3 State Reimbursement

If Contractor fails to comply with its defense obligations under this Section, State may undertake its own defense. If State undertakes its own defense, Contractor shall reimburse State for reasonable costs properly incurred by State in defending against the indemnified claim (including but not limited to reasonable attorneys' fees and expenses).

16. COMPLIANCE WITH LAWS

In performing its duties in this Contract, Contractor shall comply with all applicable federal, state, or local laws, rules, ordinances, policies, and executive orders, including but not limited to compliance as the employer for purposes of the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119).

In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that:

- A. the hiring of persons to fulfill Contractor's duties in this Contract will be made based on merit and qualifications; and
- B. there will be no discrimination based on race, color, sex, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

Any subcontracting by Contractor obligates subcontractors to the above.

Nondiscrimination Against Firearms Entities/Trade Associations. Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the Contract against a firearm entity or firearm trade association. This Section shall be construed in accordance with 30-20-301, MCA.

17. CONTRACT TERMINATION

17.1 Termination for Convenience

Either party may, by written notice to the other party, terminate this Contract without cause and without incurring liability to the other party. The terminating party shall give notice of termination to the other party at least 30 days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date the termination takes effect and for any existing rental reservations. This is the sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this Section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

17.2 Termination for Cause with Notice to Cure Requirement

Either party may terminate this Contract for the other's failure to perform any of its duties under this Contract after giving written notice of the failure to the other. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

17.3 Reduction of Funding

State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through

State's budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this Section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

18. Terrorism, Suspension or Debarment, or Otherwise Ineligible

State has the absolute right to terminate the Contract without recourse in the following circumstances:

- A. Contractor is listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control;
- B. Contractor is suspended or debarred from doing business with the federal government as listed in the System for Award Management maintained by the General Services Administration; or
- C. Contractor is found to be ineligible to hold the Contract under the laws of State.

19. EVENT OF BREACH – REMEDIES

19.1 Event of Breach by Contractor

Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

Products or services furnished fail to materially conform to any requirement;
 Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching Section 25.1, Technical or Contractual Problems, obligations; or Voluntary or involuntary bankruptcy or receivership.

19.2 Event of Breach by State

State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

19.3 Actions in Event of Breach

Upon Contractor's material breach, State may:

- A. Terminate this Contract under Section 20.1, Termination for Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
- B. Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.
- C. Upon State's material breach, Contractor may:
 - a. Terminate this Contract under Section 20.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
 - b. Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

19.4 WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

20. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition. Nothing herein shall be construed to relieve a party from payment obligations already incurred at the time of a force majeure event.

21. CONFORMANCE WITH CONTRACT (RESERVED.)

22. MEETINGS

22.1 Technical or Contractual Problems.

Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option

and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

22.2 Progress Meetings

During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of State to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

22.3 Failure to Notify

If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

22.4 State's Failure or Delay

For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

23. TRANSITION ASSISTANCE.

If this Contract is not renewed at the end of this term, or if the Contract is otherwise terminated for any reason, Contractor shall provide transition assistance to facilitate the orderly transfer of such services to State or its designees. Transition assistance will include the transfer of State data and records.

24. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 17, Defense, Indemnification/Hold Harmless.

Nothing in these provisions shall be construed as a waiver of the sovereignty or governmental immunity State enjoys, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or a waiver of any defenses to Proceedings or consent to jurisdiction based thereon.

25. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

26. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

27. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

28. PUBLIC DISCLOSURE

Contractor may publicize the Contract term, scope and price without prior written approval. However, Contractor may not use the State seal, any State logo, or claim any State endorsement as to the Contract without prior written approval by State.

29. SURVIVAL

All provisions in this Contract that relate to warranties, Audit, Payment, Indemnification, Defense, and Hold Harmless, and Limitation of Liability, shall survive any termination of this Contract.

30. LIABILITY PROTECTION (LP) 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 claims under the combined single limit of \$1,000,000: 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.

31. OFF-AIRPORT ONE-WAYS

One-way drop-off fee for off-airport rentals within the State of Montana will be waived. This applies to all qualifying rentals that originate and conclude at different off-airport locations within the State.

**Attachment B
Federal Terms and Conditions
(Non-Construction)**

NOTE: NO EXCEPTIONS TO THE LISTED FEDERAL TERMS AND CONDITIONS WILL BE CONSIDERED. STATE IS NOT PERMITTED TO ALTER THESE TERMS AND CONDITIONS THROUGH OUR FEDERAL PARTNER.

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, Contractor/Vendor agrees to acceptance of the following Federal Terms and Conditions as applicable to its performance under the Participating Addendum, along with all other provisions that are specific to this solicitation or contract as applicable.

1. Nondiscrimination

Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with Contractor's performance under this Contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, Contractor agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

2. Lobbying

Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract,

grant, loan, or cooperative agreement.

The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the parties to this Contract agree to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

3. Drug-Free Work Place

Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

4. Environmental Protection

- a. Contractor agrees that its performance under this contract shall comply with:
 - 1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - 2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that specifies inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - 3) The Resources Conservation and Recovery Act (RCRA);
 - 4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - 5) The National Environmental Policy Act (NEPA);
 - 6) The Solid Waste Disposal Act (SWDA);
 - 7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- b. In accordance with the EPA rules, the parties further agree Contractor/Vendor shall also identify to State any impact this Contract may have on:
 - 1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to Preparing Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until State provides written notification of compliance with the environmental impact analysis process.
 - 2) Flood-prone areas, and provide assistance when State may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

- 3) Coastal zones, and provide assistance when State may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- 4) Coastal barriers, and provide assistance when State may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
- 5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide assistance when State may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).
- 6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide assistance when State may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

5. Use of United States Flag Vessels/Cargo Preference

Contactor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

6. Debarment and Suspension

Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Contract. Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in Contractor's contract files and shall be subject to audit by Federal and State auditing.

7. Buy American Act

Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a, et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America, and the European Economic Community (EEC) on Government Procurement, and the North

American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8. Uniform Relocation Assistance and Real Property Acquisition Policies

Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

9. Copeland "Anti-Kickback" Act

Contractor agrees that it will comply with the Copeland "AntiKickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "AntiKickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

10. Contract Work Hours and Safety Standards Act

Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this Contract, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this Contract shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

11. Rights to Inventions Made Under a Contract or Agreement

Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by State.

12. Clean Air Act and Federal Water Pollution Control Act (

Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to State who in turn will report to the Federal awarding agency and the EPA Regional Office.

13. Byrd Anti-Lobbying Amendment

Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14. System For Award Management and Unique Entity Identification Number

Contractor agrees to comply with the System for Award Management (Sam.gov) maintained by the General Services Administration. Contractor shall provide a Unique Entity Identification Number assigned to it.

15. Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses

2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this Contract as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this Contract with State.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.

The National Defense Authorization Act of 2019 (Section 889) requires federal government purchase cardholders to obtain assurance from merchants that merchants are not using telecommunications equipment, systems, or services produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of these companies); or video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The

merchant assurance is provided as a “representation” signed by the merchant’s authorized representative.

Attachment C: Participating Entity's Program Rates

Exhibit 3.1 Rates and Passenger Vehicle Types			
EAN Services, LLC			
	Daily Rate for rentals from 1-6 days, per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate
Sedans			
Economy	\$40.60	\$243.60	\$974.40
Compact	\$40.60	\$243.60	\$974.40
Intermediate	\$40.60	\$243.60	\$974.40
Standard	\$42.63	\$255.78	\$1,023.12
Full Size	\$44.66	\$267.96	\$1,071.84
One Way Rental	\$89.32	Not applicable	Not applicable
Passenger Vans			
Mini Van	\$76.37	\$458.22	\$1,832.88
12 Passenger Van	\$136.52	\$819.12	\$3,276.48
SUV's			
Mid/Standard SUV	\$72.82	\$436.92	\$1,747.68
Full Size/Premium SUV	\$96.42	\$578.52	\$2,314.08
Pick-Ups			
Small Pick Up Truck	\$100.99	\$605.94	\$2,423.76
Large Pick Up Truck	\$100.99	\$605.94	\$2,423.76
Other			
Premium	\$93.38	\$560.28	\$2,241.12
Jeep/Crossover	\$76.37	\$458.22	\$1,832.88
Convertible	\$93.38	\$560.28	\$2,241.12
Compact Hybrid	Not offered	Not offered	Not offered
Intermediate Hybrid	\$57.85	\$347.10	\$1,388.40
Full Size Hybrid	\$59.88	\$359.28	\$1,437.12
15 Passenger Van	\$156.66	\$939.96	\$3,759.84
Electric Vehicles Sedan	\$86.27	\$517.62	\$2,070.48
(Premium SUV) For clarity, rates listed in above cost sheet are only for Large SUV	\$106.57	\$639.42	\$2,557.68
Intermediate SUV	\$55.82	\$334.92	\$1,339.68
Compact SUV	\$49.73	\$298.38	\$1,193.52
Luxury Car	\$96.42	\$578.52	\$2,314.08
Toll Pass Devices	Available upon request, rates vary by region and are subject to change		
Roadside Assistance and what is covered	Basic roadside vehicle support services are included and cover vehicle repairs and/or vehicle exchanges necessary as the result of mechanical failures. Costs for services required to remedy customer induced problems or problems resulting from an accident/collision may be passed onto the customer.		
Roadside Assistance Protection	Available upon request at the time of rental at \$8.99 per day. This protection waives financial responsibility for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.		
International Rates	Discount to be offered to all participating entities, see International tab		

Mileage Charge	Rates include free miles up to 3,500 miles per rental for all vehicle classes except small/large pickup trucks, and 12- and 15-passenger vans, each of which include 150 free miles per day, 750 free miles per week, and 3,000 free miles per month, as applicable. Any additional miles will incur an additional charge of \$.20 cents per mile
One Way Rental Mileage Charge	One-Way Daily Rates include unlimited mileage except for Premium through Large SUV vehicle classes and for which the mileage charge shall be \$0.40 per mile

Amount	Daily Surcharges National Brand
\$3.00	Richmond
\$5.00	IL (Excluding Chicago); NY (unless otherwise Indicated); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis.
\$8.00	Manchester; Salt Lake City; Seattle.
\$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Charleston; WV; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls; Vail; MT
\$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; San Francisco East Bay; Santa Rosa.
\$15.00	AK; HI Home City; Boston; Chicago; L.A. International Airport; Midland, TX.
\$16.00	Oakland; San Jose
\$20.00	San Francisco (including SFO, Peninsula, unless otherwise indicated); ND; Rapid City (RAP)
\$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN); Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island; NYC/CT/NJ Metro (including Westchester Home-City, Stamford, and Jersey City).

Amount	Daily Surcharges Enterprise Brand (Airports Only)
\$3.00	Richmond
\$5.00	IL (Excluding Chicago); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis.
\$8.00	Manchester; Salt Lake City; Seattle.
\$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls; MT Airports
\$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; Santa Rosa.
\$15.00	Boston Airports; Chicago Airports; L.A. International Airport; Midland, TX.
\$16.00	Oakland; San Jose
\$20.00	San Francisco Airports; ND Airports; Rapid City (RAP)
\$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN).

Amount	Daily Surcharges Enterprise Brand (Airport, except those noted above, and Home-City Locations)
\$5.00	Islip Home-City; NY (Unless otherwise indicated); Seattle; Mt Home-City
\$10.00	ND Home-City; NE (excluding Omaha and Lincoln); PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson); Bemidji, MN, Elko; Las Vegas Strip
\$12.00	DC Metro; L.A. Home-City and West L.A. Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City.
\$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
\$16.00	San Francisco South Bay Home-City
\$17.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
\$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
\$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

EAN Services, LLC

BPRI Rates:

a. In countries not specifically scheduled under the Master Agreement, Purchasing Entity and Authorized User have the opportunity to use their applicable account number to book BPRI Rates (defined below)

-For clarity, BPRI Rates are not applicable or available in any country that has a specific rate schedule under the Master Agreement.

b. "BPRI Rates" means daily rental rates for the Brands, which are inclusive of Damage Waiver (or a comparable product) where offered by the Renting Entity with an excess or deductible in an amount determined by the Renting Entity. BPRI Rates for rentals also include any minimum third party liability insurance or other form of financial responsibility as may be required by law in the applicable jurisdiction (priority and applicability of coverage is regulated by the controlling jurisdictional law).

c. BPRI Rates are subject to change on January 1st each year (or such other time as EAN may determine in its sole discretion) without notice.

d. BPRI Rates are subject to the terms and conditions at the Renting Entity location.