

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program
Passenger Vehicle and Box Truck Rentals

MASTER AGREEMENT, PO-10700-00050035, Administered by the State of *Oregon*, between *EAN Services, LLC* (hereinafter “Contractor”) and the Commonwealth of Massachusetts (hereinafter “Participating State”) for Statewide Contract *VEH121*

1. Scope

This NASPO ValuePoint Master Agreement (“Master Agreement” or “MA”) is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services (“DAS SPS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC, for itself and as agent for rental entities (individually and collectively referred to as “Contractor”). This addendum hereby establishes Massachusetts Statewide Contract VEH121 for EAN Services, LLC.

The Contractor has been awarded the Passenger Vehicle and Box Truck Rental contract. This contract provides vehicles for short-term rentals by Eligible Entities of the Commonwealth of Massachusetts. A variety of vehicle types have been identified for rental under this contract.

2. Duration

The initial term of this Participating Addendum begins on the Effective Date as listed in the executed Massachusetts Standard Contract Form and ends on August 1, 2026. In addition, this Contract has a maximum possible contract end date of 07/31/2030. The Commonwealth of Massachusetts may exercise its option(s) to renew for the maximum duration of any extensions of the Master Agreement.

This Participating Addendum will expire upon the expiration (or terminate upon termination) of the Master Agreement, Passenger Vehicle and Box Truck Rentals or the expiration of any contract renewals authorized by the Master Agreement and exercised by both NASPO ValuePoint and the State of Oregon and the Commonwealth of Massachusetts.

3. Contract Pricing

Contractor will offer pricing based on the awarded NASPO ValuePoint Cooperative Purchasing Program pricing. Per the Master Agreement Exhibits, Contractor shall offer Services to Purchasing Entities at the pricing as set forth in Exhibit 3.1 (for Passenger Vehicles) and Exhibit 4.1 (for Box Trucks).

4. Participation

The following are the Commonwealth entities (“Eligible Entities”) that are designated by the State Purchasing Agent as eligible to use this Addendum known as Statewide Contract VEH121:

1. Cities, towns, districts, counties and other political subdivisions
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein
3. Independent public authorities, commissions and quasi-public agencies
4. Local public libraries, public school districts and charter schools
5. Public hospitals owned by the Commonwealth
6. Public institutions of higher education
7. Public purchasing cooperatives
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth

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9. Other states and territories with no prior approval by the State Purchasing Agent, and
10. Other entities when designated in writing by the State Purchasing Agent.

5. Commonwealth Modifications or Additions to Master Price Agreement

The following documents are incorporated into the resulting Contract as though fully set forth herein. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- The Commonwealth of Massachusetts Terms and Conditions (**Attachment A**)*;
- Commonwealth of Massachusetts Standard Contract Form (**Attachment B**);
- This Participating Addendum and its attachments;
- The executed Master Agreement;
- The Rental Agreement;
- The Quote

*Clarifications to the Commonwealth Terms and Conditions:

The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third-party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third-party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with auditing standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

At the time of rental, Contractor may require Authorized Users to execute a Rental Contract (as defined in the Master Agreement) substantially similar to the example rental agreement attached as Exhibit 6 to the Master Agreement. However, with respect to Purchasing Entity’s obligations and liabilities, any terms contained in a rental agreement that conflicts with or dilutes the terms of this Participating Addendum are void. Otherwise, the Contractor is prohibited from requiring Customers to sign any documents not referenced herein without the prior written approval of the Operational

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Services Division, which approval will be evidenced by the publication of the approved document on the Commonwealth’s eProcurement portal COMMBUYS, www.commbuys.com.

The Commonwealth of Massachusetts requires Contractors to submit the following forms signed using accepted forms of signatures (see section 11):

- Commonwealth of Massachusetts Standard Contract Form – (signing the Standard Contract Form signifies acceptance of the Commonwealth Terms and Conditions) (**Attachment B**)
- The Commonwealth of Massachusetts Substitute W-9 (**Attachment C**)
- Prompt Payment Discount Form (**Attachment D**)
- Supplier Diversity Plan Forms (**Attachment E**)
- Contractor Authorized Signatory Listing (**Attachment F**: Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company)
- Commonwealth of Massachusetts Climate & Environmental Practice Form (**Attachment H**)

The following clauses in the NASPO Master Agreement are modified as follows:

- Section 11.3.3 of Exhibit 1 is modified by deleting the sentence that begins “If the Participating/Purchasing Entity receives from a third party... .” The Commonwealth and eligible entities cannot provide individual contractors with notice of Public Record Requests.
- Section 1.2.4 of Exhibit 3 - Description of Passenger Vehicle Rental Services – this clause is modified to allow purchasers under this PA to substitute proof of self-insurance to satisfy the insurance requirement described.
- Section 1.2.5 of Exhibit 3 is deleted. Therefore, Participating Entities will not be allowed to utilize Youthful Drivers pursuant to Section 1.2.5, Exhibit 3.
- Section 1.20 of Exhibit 3 is modified by deleting the phrase “including attorney’s fees” and replacing the phrase “...and upon notice to Purchasing Entity,” with the following: “... and with the prior consent of the Purchasing Entity...”
- Section 1.21 of Exhibit 4 (Description of Box Truck Rental Services) is modified by deleting the phrase “including attorney’s fees” and replacing the phrase “...and upon notice to Purchasing Entity,” with the following: “... and with the prior consent of the Purchasing Entity...”
- All language in Section 1.24 of Exhibit 4 preceding the paragraph that begins, “Contractor shall also provide the following to Purchasing Entity or Authorized User upon Box Truck Rental” is deleted.
- For Section 1.26 of Master Agreement Exhibit 4, the term Participating Entity is to be interpreted as “Purchasing Entity” as defined by the Master Agreement.
- Subpart (f) of Section 1.26 of Exhibit 4 is deleted and replaced with: “except with respect to the rental contract re-write process which generally takes place every 30 days by the Rental Entity, and only to the extent permitted by applicable law, Participating Entity agrees to defend and indemnify each Rental Entity and their Affiliates against all claims, liabilities, costs and expenses arising from or relating to the tender of the Box Truck to Authorized User’s designee and its subsequent use or operation by Authorized User and other drivers, including without limitation any claim based on an allegation of negligent entrustment.”

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- **CLARIFICATION:** References in the Master Agreement and Exhibits to the “Participating Entity” regarding obligations related to specific rental contracts (i.e. reporting odometer readings or box truck daily inspection requirements) are to be interpreted as obligating the Purchasing Entity, not the Participating Entity.
- **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.”

5.1. Reporting Requirements

5.1.1. Reporting and Payment Due Dates

Reporting/Payment Period	Quarterly Report Due Date	Payment Due Date
January 1st – March 31st	May 30th	May 30th
April 1st – June 30th	August 29 th	August 29th
July 1st – September 30th	November 29th	November 29th
October 1 – December 31st	March 1 st	March 1st

The Commonwealth has agreed to the above reporting schedule which deviates from the standard schedule within the Commonwealth’s vendor reporting management system. Any late notices that reference due dates other than those listed above are void. Quarterly Sales, Supplier Diversity Program expenditure, and Environmentally Preferable Products report

OSD has developed a centralized process for collecting sales, SDP, and EPP data. Sales data is used by OSD to measure progress on contract spend from year-to-year. The reporting assists with forecasting future contract spend, evaluating Vendor performance, and tracking Vendor spend towards environmental products and their SDP commitment. EPP reporting allows the EPP Program to annually quantify benefits and spend on sustainable products. Reporting also assists with the development of new contracts and/or new categories of services under existing contracts. In the event the Commonwealth adopts an alternate reporting system, Vendors will be required to utilize such system as directed by the OSD and Category Manager.

Completion and submission of the Quarterly Sales and SDP Report is a requirement for all awarded Vendors under this contract each quarter. An Awarded Vendor must submit a Quarterly Sales and SDP Report each quarter regardless of whether they have had sales during a quarter.

Vendors are required to submit reports through the Commonwealth’s Vendor Report Management (VRM) System which may be accessed via web portal at

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<https://massosd.gob2g.com>. Vendors must maintain records such that they are able to report, for all invoices submitted under the contract, the purchasing entity name, the invoice number, the invoice date, the product/service description, the unit of measure, the price per unit, the quantity, the line total purchase amount, and any environmentally preferable product reporting requirements as applicable.

5.1.2. Statewide Contract Administration Quarterly Fee Payment and Report

This Statewide Contract is subject to a 1% Contract Administration Fee (the “Administration Fee”), which is created pursuant to MGL c. 7, § 3B and 801 CMR 4.02, and which is incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder’s Quote price and any Contractor’s Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This Administration Fee is 1% of the 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. All “Statewide Contracts” awarded, and all purchase orders and purchases made pursuant to this RFR are subject to the Administration Fee.

Note that if the Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

5.1.2.1. Administration Fee Payment

For each Reporting Period, as defined above in the Reporting Requirements and Due Dates section, Statewide Contractor shall pay to OSD the Administration Fee. All payments must be received by OSD on or before 60 days after the last day of the Reporting Period or a Contractor will be considered in breach of contract.

Quarterly payments will include any periods less than a full calendar quarter if a contract does not start on the first day of a quarter or end on the last day of the quarter.

Payments are to be made through a web-based secure payment center, which is accessible through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. Payments may be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/or Visa. Payment of the Administration Fee by check is not permitted unless a contractor makes a written request for an exception and demonstrates, to the satisfaction of OSD’s Category Manager, that compliance poses a hardship.

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There is no charge to contractors to use ACH as OSD covers the nominal fee for using the ACH payment method. OSD will NOT cover the convenience fee for selecting credit card. The contractor is responsible for paying this non-refundable fee. The convenience fee (currently established by Statewide Contract PRF84) is over and above the Administration Fee and is subject to change during the term of the contract resulting from this bid. Prior to the due date for the Administration Fee payment and report, the Statewide Contractor will receive an e-mail from OSD that includes all required information to submit payments via the secure payment center.

5.1.2.2. Statewide Contractor Administration Fee Quarterly Reporting

Electronically submitting your payment, which is comprised of the Administration Fee will serve as the Statewide Contractor Administration Fee Report.

Each Statewide Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Reporting Period. The electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report.

5.1.3. Audit

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General, the Office of the Attorney General, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports, or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement.

5.1.4. Other Terms

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate, or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended, and pursuant to Section 4 of the Commonwealth Terms and Conditions.

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5.1.5. Ad hoc reports

The Commonwealth Category Manager may request additional reports from time to time. The Contractor shall use commercially reasonable efforts to comply with these requests to the extent that the information requested is available.

5.1.6. Reporting Sales

Contractors may report manually in the Vendor Report Management System website or may upload their report using a spreadsheet. It is advised to use the upload process for convenience. When reporting by spreadsheet Contractors must utilize the downloadable report template from the website. Contractors must fill in all requested columns in the report template. When a sales report is ready to submit the Contractor uploads their report using the “View/Add Sales Details” button and then select “Upload Sales Data.” This will prompt the website to review and validate the report at which time you may receive “errors” or “alerts” on your report. An error will generally mean that there is an error in the report itself, such as missing information or a line total not matching the unit price and quantity, and these will require correcting before the website will accept the report. An alert will generally mean that a customer name is not recognized, and you will have the option of changing it or submitting it to the system with a request for a name exception. In most cases for an alert the Contractor should submit their customer names as-is and request an exception and OSD will reply to the Contractor if more information is needed. All reports require the following information:

- a) Purchasing Entity Name (must be specific and not a generic name i.e. “Commonwealth”)
- b) Invoice Number
- c) Invoice Date (use “Short Date” format)
- d) Product/Service Description (be as descriptive as possible)
- e) Unit of Measure (i.e. “each” or “hour”)
- f) Unit Price
- g) Quantity
- h) Line Total Purchase Amount (must equal Unit Price X Quantity)

Contractors must use reasonable efforts to comply with additional sales, environment and climate information about products or services (e.g., third-party certifications, standards, post-consumer recycled content, etc.), data requested by OSD on the quarterly sales report.

5.1.7. Reporting SDP

Contractors report their SDP spend by selecting the “View/Add Diverse Expenditures” button and searching for their partner/partners. Once you have added an SDP partner you will be able to add the amount spent with them in that quarter.

5.1.8. Submitting the Report

Once sales and SDP have been completed you must return to the “This Sales Report” page and click “Submit Report” in order to finish.

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5.1.9. Report Schedule

Quarterly Sales and SDP Reporting must be received by OSD on or before 60 days after the last day of the quarter (as specified above) or the Contractor will be in breach of contract. The Quarterly Sales and SDP Reporting periods are based on the Massachusetts fiscal year calendar.

5.2. Supplier Diversity Program Plan Forms and Instructions (Attachment E)

Massachusetts [Executive Order 599](#) reaffirmed and expanded the Commonwealth’s policy to promote the award of state contracts in a manner that develops and strengthens diverse businesses. The Commonwealth’s [Supplier Diversity Program](#) (SDP) promotes the partnering of Awarded Statewide Contractors with [Supplier Diversity Office](#) (SDO) certified or recognized diverse business partners. All Bidders are required to make a meaningful financial commitment by partnering with one or more SDO certified or recognized business enterprises or non-profits. Bidders will not be awarded unless they submit an acceptable SDP plan.

5.2.1. Eligible SDP Partner Certifications

The list below identifies the types of SDO certified business enterprises and non-profits that are eligible to be SDP partners. The Commonwealth reserves the right to amend this list at any time.

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organizations (M/NPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (W/NPO)
- Veteran-Owned Business Enterprise (VBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LGBTBE)

5.2.2. Eligible Types of Business-to-Business Relationships

Bidders and Contractors may engage SDP Partners in the following two ways:

Subcontracting, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.

Ancillary Products and Services, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor’s contract with the Commonwealth but may be related to the Contractor’s own operational needs.

Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

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5.2.3. Program Flexibility

The SDP encompasses the following provisions to support Bidders in establishing and maintaining sustainable business-to-business relationships meeting their needs:

- SDP Partners are **not** required to be subcontractors.
- SDP Partners are **not** required to be Massachusetts-based businesses.
- SDP Partners **may be changed or added** during the term of the contract if the Contractor continues to meet its SDP Commitment.

5.3 Climate and Environmental Requirements

5.3.1 Environmental Specifications

Contractor can supply, for rental, battery electric (BEV), hybrid (HEV), or plug-in hybrid (PHEV) when applicable and based on availability. In addition to hybrids, Contractor may also offer vehicles with higher MPG ratings and other vehicles capable of running on ethanol. All specifications on available vehicles will be noted in the VEH121 Contract User Guide.

5.4 COMMBUYS Market Center

COMMBUYS is the official source of information for this Participating Addendum (“PA”) and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, are all components of the PA, as referenced in COMMBUYS, and are incorporated into the PA.

Vendors are solely responsible for obtaining all information distributed for this Contract via COMMBUYS.

5.1.4 COMMBUYS Subscription

A free COMMBUYS Seller subscription provides value-added features, including automated email notification associated with posting and modifications to COMMBUYS records.

Contractor agrees that: (1) they will maintain an active seller account in COMMBUYS; and (2) in the event the Commonwealth adopts an alternate market center system, contractor will use commercially reasonable efforts to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders and contractors must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

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Contractor is required to maintain a valid email address in COMMBUYS in order to receive notifications.

COMMBUYS supports a supplier’s Web-based catalog from which purchases can be made by any eligible COMMBUYS buyer. Contractors who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within COMMBUYS if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Contractors who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within COMMBUYS if content is restricted to terms authorized under their Statewide Contract.

6. Performance and Payment Timeframes

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement) For clarity, if a car rental’s return date is after the termination date of this Contract, Purchasing Entity agrees that it shall make payment for such rental pursuant to the terms of this Contract. No written agreement shall extend beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

7. Primary Contacts

The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State: Oregon

Name	Kaliska King
Address	N/A
Telephone	503-798-1907
Fax	N/A
E-mail	Kaliska.king@das.oregon.gov

Cooperative Contract Manager

Name	Joel Atkinson
Address	NASPO
Telephone	262-632-5448
Fax	N/A
E-mail	jatkinson@naspo.org

Contractor – Local Government Account Manager

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Name	Elizabeth Betz / Ryan Benhoff
Address	N/A
Telephone	781-752-8365 / 314-928-3079
Fax	603-830-4265
E-mail	elizabeth.e.betz@em.com / ryan.j.benhoff@em.com / brcontractreview@em.com

Participating Entity

Name	Kelly Thompson Clark
Address	Operational Services Division, One Ashburton Place, Room 1608 Boston, MA
Telephone	617-720-3184
Fax	617-720-4527
E-mail	Kelly.thompsonclark@mass.gov

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8. Intentionally blank.

9. Intentionally blank.

10. OSD Logo Use

Successful Bidders will be provided a COMMBUYS Logo and Statewide Contract Logo (Statewide Contract Logos) for print and online marketing of said Contractor’s goods and services available on Statewide Contract. Statewide Contract Logos may only be used for the purpose of promoting the use of Statewide Contracts and does not guarantee any sales of services and/or commodities marketed. Statewide Contract Logos are only allowed to be used by Statewide Contractors who are registered on COMMBUYS and only to market those services/commodities available on their Statewide Contract(s). Statewide Contractor must adhere to all terms in their Statewide Contract(s) and be in good standing, which includes not having any outstanding issues (such as non-compliance with any reporting requirements) and not being debarred, terminated, or suspended, as determined by the Commonwealth Category Manager and Sourcing Team (SST). COMMBUYS and other marks, graphics, logos, page headers, icons, scripts unique to OSD on www.mass.gov and www.commbuys.com are the trademarks and/or trade dress and property of the Commonwealth, use of which is prohibited without prior approval by the Commonwealth. In no case shall such trademarks or trade dress be used in any manner that is likely to cause confusion, that disparages or discredits the Commonwealth and in connection with any service or product that is not sponsored, endorsed, or produced by the Commonwealth. OSD reserves the right to accept or reject any proposed uses of the Statewide Contract Logos which do not fully support these terms. All proposed online and print materials are subject to review by OSD, which may assess the appropriateness of proposed content. Use of the logos which does not, in the opinion of OSD, support the general purpose outlined herein may be rejected, including uses that contain libelous, slanderous, obscene, profane, violent, criminal, or otherwise objectionable content, which will be rejected. Statewide Contractors must adhere to the Statewide Contractor Marketing Requirements as set forth in each Statewide Contract. Statewide Contractor acknowledges that their having a Statewide Contract and their use of Statewide Contract Logos is not an endorsement of the Contractor by the Commonwealth or OSD. All marketing materials must be reviewed by the Category Manager and OSD’s Marketing Department for approval before distribution. Should the Statewide Contractor be instructed by OSD to cease utilizing the COMMBUYS Logo and/or Statewide Contract Logo, Statewide Contractor shall promptly remove the logo(s) from all printed and electronic marketing material. OSD reserves the right to terminate the OSD Logo Use of all Statewide Contractors at any time, for any reason, and/or modify the logos. Upon request of OSD to update logo(s) to newer versions, Statewide Contractors shall promptly update their materials accordingly. Marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. Contractors may only utilize email lists to market to Commonwealth eligible entities if such emails contain an “Unsubscribe” option in order to allow recipients to opt out of receiving such emails.

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11.Required Attachments

- Attachment A – Commonwealth of Massachusetts Terms and Conditions
- Attachment B – Commonwealth of Massachusetts Standard Contract Form
- Attachment C – Massachusetts Substitute W-9 Form
- Attachment D – Commonwealth of Massachusetts Prompt Payment Discount Form
- Attachment E – Commonwealth of Massachusetts Supplier Diversity Program Forms
- Attachment F.1 or F.2 – Contractor Authorized Signatory Listing
- Attachment H – Commonwealth of Massachusetts Climate & Environmental Practice Form

12.Accepted Forms of Signatures

1. Traditional “wet signature” (ink on paper);
2. Electronic signature that is either:
3. Hand drawn using a mouse or finger if working from a touch screen device; or
4. An uploaded picture of the signatory’s hand drawn signature
5. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign.

If using an electronic signature, the signature must be visible, include the signatory’s name and title, and must be accompanied by a signature date.

Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

13.Individual Customer

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually. All vehicles rented under VEH121 are to be used for business purposes-only. Personal use of vehicles is not allowed or authorized.

This Participating Addendum and the NASPO ValuePoint Cooperative Purchasing Program Master Price Agreement Contract # PO-10700-00050035 (administered by NASPO ValuePoint Cooperative Purchasing Program) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Addendum and the

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program
Passenger Vehicle and Box Truck Rentals

MASTER AGREEMENT, PO-10700-00050035, Administered by the State of *Oregon*, between *EAN Services, LLC* (hereinafter "Contractor") and the Commonwealth of Massachusetts (hereinafter "Participating State") for Statewide Contract *VEH121*

Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Authorizing Signature for the Contractor Signature and Date Must Be Captured at Time of Signature X <u>Matthew Morrison</u> Matthew Morrison (Nov 10, 2025 15:14:10 CST) Date: Nov 10, 2025 Print Name: Matthew Morrison Print Title:	Authorizing Signature for the Commonwealth Signature and Date Must Be Captured at Time of Signature X Date: Print Name: Print Title:
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Signature: Mark Fine
Mark Fine (Nov 11, 2025 12:09:17 EST)
Email: Mark.Fine@mass.gov