

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Enterprise Vehicle Rental Services
Contract Number: PADD20200208
Contract Value: 1,100,000.00 USD
Purchase Order Date: 12/6/2018
Submitted By: Daniel Downen

Supplier

Enterprise Rent A Car Company of UT LLC
7144 S State Street
Midvale
UT, 84047
Phone: +1 801-736-7300
Email: Kelly.Jenkins@ehi.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Bill To Address

Bill to Ordering Agency

Ship To Address

Ship to Ordering Agency

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Nationwide Car Rental Services, awarded pursuant to State of Oregon Master Agreement 9408, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be

for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Kelly Jenkins

Phone: +1 208-658-0865 ext. 204

E-mail: Kelly.Jenkins@ehi.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Oregon's original sourcing event, DASPS-2262-18
3. The Contractor's signed Proposal

Signature :Danny Downen

Signed By : Daniel R. Downen *DD*

**MASTER AGREEMENT # 9408
PARTICIPATING ADDENDUM**

**NASPO ValuePoint
PARTICIPATING ADDENDUM #20200208 ("PADD")**

**NATIONWIDE CAR RENTAL SERVICES
Lead by the State of Oregon ("Lead State")**



Master Agreement #: 9408

Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

Participating Entity: State of Idaho

The following Goods or services are included in this Addendum:

All vehicle classes as specified on Exhibit C - Rates of NASPO Master Agreement 9408

The following Goods or services are not included in this Addendum:

Cargo and box trucks

Master Agreement Terms and Conditions:

- 1. Scope:** This addendum covers the car rental services provided by Contractor under the Enterprise Rent-A-Car and National Car Rental brands, led by the State of Oregon for use by state agencies and other entities located in the Participating State *Idaho* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
- 2. Participation:** Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

Each State agency and political subdivision, as a Participating Entity, that purchases rental and/or services will be treated as if they were Individual Customers. Except to the extent modified by this PADD, 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.

The Participating Entity hereby represents that all such entities authorized to use statewide contracts shall be bound by all of the Terms and Conditions of the Master Agreement and this Addendum as if each such entity were an original signatory hereto

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Craig Lacko
Address:	4041 Airport Center Drive Palm Springs, CA 92264
Telephone:	(415) 290-1369
Fax:	(918) 401-8812
Email:	Craig.Lacko2@ehi.com

Participating Entity

Name:	Daniel Downen, Purchasing Officer
Address:	PO Box 83720, Boise, ID 83720-0075
Telephone:	208.332.1605
Fax:	208.327.7320
Email:	Daniel.downen@adm.idaho.gov

4. **Participating Entity Modifications or Additions to The Master Agreement**

These modifications or additions apply only to Contractor and the Participating Entity.

[x] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. **Administrative Fee and Usage Report:** Fee: The prices to be paid by the State (the prices provided by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's Administrative Fee Components. The term "Administrative Fee Components" is defined as 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.

For Example: If the total dollar value of the Administrative Fee Components received by Contractor in connection with sales to the Agency for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Report: Contractor must furnish detailed quarterly usage report, supplying to the State the agency (State or political subdivision), service provided, and the cost of the service. The Contractor must submit the quarterly usage report from the agreement to the State to purchasing@adm.idaho.gov, in Excel format.

Reporting Time Line (Fiscal Year Quarters): Fee and Report Due:

- 1ST Quarter (July 1 – Sept 30): October 31st
- 2nd Quarter (Oct 1 – Dec 31): January 31st
- 3rd Quarter (Jan 1 – Mar 31): April 30th
- 4th Quarter (Apr 1 – Jun 30): July 31st

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

Contractor's failure to submit the required quarterly usage report or remit the Administrative Fee within thirty (30) calendar days of the dates provided above, may result in the State declaring the Contractor in default and may be cause for disqualification of Contractor for future agreements or other action by the State.

7. **Amendments:** Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) calendar days of the date State receiving notice of the amendment, in order to be effective.
8. **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.
9. **Subcontractors:** The Contractor shall provide a list of authorized subcontractors, dealers, or distributors that are able to provide product and/or services to the state of Idaho. The State shall make determinations about which entities the Contractor authorizes as subcontractors, dealers, or distributors that may support the State. State authorized subcontractors, dealers, or distributors will be listed and maintained by the State on the State of Idaho website, <https://purchasing.idaho.gov/statewide-contracts/>. The State reserves the right to add or remove any subcontractors, dealers, or distributors as needed throughout the life the participating addendum.
10. **Purchasing Card (PCARD) Payment:** Payments under this agreement may be made by ordering agencies using a government issued credit card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges to the State.
11. **Request for Service:** Any rental completed by a Participating Entity or Purchasing Entity for car rental services available from this Master Agreement shall be deemed to be a Purchase of Service (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Request for Service agree in writing that another contract or agreement applies to such Request for Service. All orders placed by an Ordering Entity must include the Participating State contract number PADD20200208, as well as the Master Agreement No. 9408.
12. **Termination for Convenience:** The State may terminate this agreement for any reason with thirty (30) calendar days' written notice to the Contractor.
13. **Effect of Termination:** If this agreement is terminated for any reason, the Contractor must complete any reservations placed prior to the date of termination at the Ordering Entity's option, according to the term of this agreement. The Contractor shall not accept any new reservations after the date of termination.
14. Contractor shall provide the car rental services specified by the State of Idaho at the firm, fixed prices specified in the Master Agreement. All references to the State of Oregon in the Master Agreement shall be deemed to refer to the State of Idaho with the exception of information specific to the State of Oregon such as background information, statistical/factual information, etc.
15. 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 Idaho shall be \$0.00.

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

Participating Entity: State of Idaho	Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement
Signature: <i>Daniel R. Downen III</i>	Signature: 
Name: Daniel R. Downen III	Name: Meredith Perkins
Title: Purchasing Officer	Title: Authorized Officer
Date: 12/6/2019	Date: <i>12/5/19</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]