

NASPO ValuePoint
PARTICIPATING ADDENDUM



PASSENGER VEHICLE RENTAL AND BOX TRUCK RENTAL

Led by the **State of Oregon**

Master Agreement #: **PO-10700-00050035**
Participating Addendum #: **PADD20267874**
Contractor: **EAN Services, LLC**
Participating Entity: **STATE OF IDAHO**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

1. Scope:

1.1 This PA includes the entire scope, pricing, terms, and conditions of the products and services available through the Master Agreement referenced above and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

1.2 Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for Passenger Vehicle Rental and Box Truck Rental. This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the Idaho Division of Purchasing Administrator. Contractor is offering Authorized Users the opportunity for a discount of up to 5% off publicly available retail rates when renting from the brands specified in the Master Agreement for personal use. To access applicable personal use rates and/or book, use Account Number 47ID185. Note that the terms and conditions of the Master Agreement and this PA shall not apply to personal use rentals, which shall be governed solely by the terms and conditions of the applicable Rental Contract.

3. Eligible Users:

3.1. Eligible Users are employees of the State of Idaho and employees of political subdivisions (Cities, Counties, Universities, School Districts, Tribes etc.) within the State of Idaho.

3.1.1. The Eligible User must provide documentation to the rental agent at the vehicle rental site confirming they are a State of Idaho employee or Idaho political subdivision employee.

3.1.2. The Eligible User must provide a State of Idaho .gov email address or Idaho political subdivision email address to the rental agent at the vehicle rental site.

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3.1.3. If the required documentation is not provided a rental may be denied

4. Term: This PA shall become effective on the later of September 16th 2025 or the date of the last signature below, and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.
5. Value: The estimated value of this PA is \$1,700,000.00 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity.
6. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

CONTRACTOR:

Name:	Nikki McLauchlin
Address:	7144 S. State Street Midvale, UT 84047
Telephone:	817-845-7664
Email:	nicole.k.mclauchlin@em.com

With copies to:

Name:	Ryan Benhoff
Address:	600 Corporate Park Drive, Clayton, MO 63105
Telephone:	314-928-3079
Email:	ryan.j.benhoff@em.com

With notice copy to:

EAN Services, LLC, Attn: Legal Department, 600 Corporate Park Drive, Clayton, MO 63105

PARTICIPATING ENTITY:

Name:	Division of Purchasing, Contract Administration
Address:	650 West State Street, Boise, ID 83720
Telephone:	(208) 327-7465
Email:	ContractAdmin@adm.idaho.gov

7. Participating Entity Modifications and Additions to the Master Agreement: This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions**:

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7.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.

7.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity and Contractor mutually agree not to incorporate an amendment within (14) calendar days of the date of the amendment to the Master Agreement and such agreement is documented thereafter via written amendment to this PA. Failure to timely take the foregoing actions will result in the Master Agreement amendment automatically being incorporated in this PA.

7.4 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. Contractor will endeavor to acknowledge in-state exemptions if an exemption certificate has been furnished. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective. Notwithstanding the foregoing, Participating Entity understands that Rates under the Master Agreement are exclusive of applicable taxes and other certain charges and fees, and Participating Entity confirms it will pay all such applicable taxes, charges and fees in addition to the Rate in connection with a rental under the Master Agreement.

7.5 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

7.6 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that

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Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

7.7 Certification Concerning Government of China: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

7.8 Certification Concerning Boycott of Various Industries: Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

7.9 Idaho Administrative Fee and Quarterly Usage Report: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA on Business Use purchases for both Passenger Vehicle and Box Trucks rentals, as follows:

The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. Contractor shall accordingly adjust the Master Agreement pricing to include the Administrative Fee provided that no such adjustment will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the State. On a quarterly basis, Contractor must 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 renter, **but specifically excluding:** taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period.

Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to purchasing@adm.idaho.gov, utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/>.



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For example: if the total of Contractor’s net sales to the Purchasing Entity for one quarter = \$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeline (Fiscal Year Quarters):		Fee and Report Due:
1st Quarter:	July 1 – September 30	December 1st
2nd Quarter:	October 1 – December 31	March 1st
3rd Quarter:	January 1 – March 31	June 1st
4th Quarter:	April 1 – June 30	September 1st

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the PA cancelled by the State due to the Contractor’s failure to perform or comply with specifications or requirements of this PA or Master Agreement.

Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee, as provided above, the Participating Entity, at its discretion, may declare the Contractor in default and cancel the Contract.

7.10 Assignment: Except to a Rental Entity, Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

7.11 Public Records and Trade Secret: Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as “exempt,” if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

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7.12 Terms and Conditions in the Master Agreement that Do Not Apply to this PA:

7.12.1 Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

7.12.1.1 Waive the sovereign immunity of the state of Idaho;

7.12.1.2 Subject the state of Idaho, its agencies, or political subdivisions of the State of Idaho to the jurisdiction of the courts of other states.

7.12.1.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

7.12.1.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; provided however, State confirms that it can comply with Section 6.2 of the Master Agreement; or

7.12.1.5 Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

7.12.1.6 Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code). Participating Entity acknowledges and agrees that Participating Entity will (a) not have youthful drivers pursuant to Exhibit 3, Section 1.2.5 (Youthful Driver Parameters) of the Master Agreement and (b) not use Signature on File pursuant to Exhibit 4, Section 1.26 (Signature on File) of the Master Agreement.

7.12.1.7 Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

7.12.1.8 Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

8. Lease Agreements: **Reserved**

9. Subcontractors: **Reserved**

10. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

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11. 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.

12. Insurance: State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, where their interests may appear for liabilities arising in whole or in part by the conduct of the Contractor.

12.1.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies including the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

12.1.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of additional insured endorsement.

12.1.3 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

13. 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.

14. In-State Home City One-Way Rentals: 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.

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

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

PARTICIPATING ENTITY

CONTRACTOR EAN Services, LLC

Signature: <i>Connor Long</i>	Signature: <div>Signed by: <i>Matthew Morrison</i> AA1829FFBAC9414...</div>
Name: Connor Long	Name: Matthew Morrison
Title: Contract Administration	Title: Assistant Secretary
Date: 09/08/2025	Date: September 5, 2025 9:51 AM PDT

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.