



TRUCK RENTAL SERVICES
Led by the State of Connecticut

Lead State Master Agreement #: **16PSX0094**

Contractor: **The Subsidiaries of Enterprise Holdings, Inc.
Listed on Exhibit E to the Master Agreement**

Participating Entity: **STATE OF IOWA (MA20214)**

The following products or services are included in this contract portfolio:

- All products and services listed on the Contractor page of the NASPO ValuePoint website including weekly and monthly rentals.

The following products or services are not included in this agreement: NA

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Truck Rental Services RFP led by the State of Connecticut for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. The Participating Entity hereby represents that all such entities, agencies, and political subdivisions authorized to use statewide contracts shall be bound by all of the Terms and Conditions of the Master Agreement and this Addendum, and references to the State of Iowa shall be deemed to mean and include such entities. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jason Moore
Address:	Enterprise Holdings, Inc., 600 Corporate Park Drive, St Louis, MO 63105
Telephone:	609-731-3922
Email:	Jason.C.Moore@ehi.com



TRUCK RENTAL SERVICES
Led by the State of Connecticut

Participating Entity

Name:	Nancy Wheelock
Address:	Iowa Dept. of Administrative Services – Central Procurement Bureau 1305 E. Walnut Street, Des Moines, IA 50319
Telephone:	515-322-0200
Email:	Nancy.wheelock@iowa.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

A. Subcontractors

All contactors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

B. Orders

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices 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 such order.

C. Payment

Payment after acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor. The State of Iowa shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The State of Iowa may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.



TRUCK RENTAL SERVICES
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D. Administrative Fee

The State assesses an Administrative Fee of one percent (1%) of all time and mileage revenue from the Services made under this PA. The prices paid to Contractor must include the 1% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the required usage reporting described below. The Administrative Fee must be paid quarterly to: CFO - Central Procurement Bureau, Iowa Department of Administrative Services, Central Procurement Bureau, Floor 3, 1305 E. Walnut, Des Moines, IA 50319-0105.

E. Quarterly Sales Report

The Contractor shall provide the Participating Entity with quarterly sales reports which contain the following fields:

- Purchasing Entity Name
- Location of Rental
- Date of Rental
- Type of Vehicle Rented (vehicle classes as identified in Exhibit B of NASPO Master Agreement 16PSX0094 and Contract Award Supplement #2)
- Length of rental
- Unit price (rental rate) and extended total
- Total Dollars In Rental Fees Per Quarter

The report shall be sent to the current contract manager at the Participating Entity within 60 days after the quarter ends. Quarters end on March 31, June 30, September 30, and December 31 annually.

F. Certificate of Liability Insurance

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

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	\$1 Million
	Comp/Op Aggregate	\$1 Million
	Personal injury Each Occurrence	\$1 Million
Automobile Liability (including contractual liability), which may be self-insured, on all vehicles operated by the Contractor written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million



TRUCK RENTAL SERVICES
 Led by the State of Connecticut

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

The Contractor shall send an updated COI to the Participating Entity’s Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

G. Authorized Point-of-Sale

See the list of Contractor's locations which are authorized to perform services under the NASPO ValuePoint Master Agreement for the State of Iowa. The Contractor's locations will participate in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Addendum.

H. Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Participating Addendum without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Participating Addendum shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines Iowa, wherever jurisdiction is appropriate. Except as provided in Iowa Code chapter 669, this provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Participating State.

I. Termination upon Notice

Following thirty (30) days written notice, the State of Iowa may terminate this Participating Addendum in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

J. Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the Participating State any sum under the terms of this Participating Addendum, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the Participating State may, in its sole discretion, set off any such sum against:

12.1 Any sum invoiced by, or owed to, Contractor under this Participating Addendum, or

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12.2 Any sum or amount owed by the Participating State to Contractor, unless otherwise required by law.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

K. Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

L. Tax Exemption

The State of Iowa is sales tax exempt within the state of Iowa. Invoices should not contain sales tax for services purchased in the State of Iowa. Prior to commencement hereof the State of Iowa shall deliver a sales tax exemption certificate confirming the foregoing exemption.



TRUCK RENTAL SERVICES
Led by the State of Connecticut

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

Participating Entity: STATE OF IOWA	Contractor: The Subsidiaries of Enterprise Holdings, Inc. Listed on Exhibit E to the Master Agreement
Signature: Nancy Wheelock Digitally signed by Nancy Wheelock Date: 2020.05.27 08:23:13 -05'00'	Signature: <i>/s/ Meredith Perkins</i>
Name: Nancy Wheelock	Name: Meredith Perkins
Title: Purchasing Agent	Title: Authorized Officer
Date: May 27, 2020	Date: May 26, 2020

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